

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, DECEMBER 19, 2017 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**ALBERT MENDIVIL**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **[www.nationalcityca.gov](http://www.nationalcityca.gov)**.

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.  
National City  
619-336-4240**

**Meeting agendas and  
minutes available on web**

**[WWW.NATIONALCITYCA.GOV](http://WWW.NATIONALCITYCA.GOV)**

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

*Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.*

*Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**



**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**AWARDS AND RECOGNITIONS**

1. [Employee of the Quarter 2017 - Daniel P. McGuire, Firefighter. \(Fire\)](#)

**PRESENTATIONS**

2. [Automatic External Defibrillator \(AED\) Presentation. \(Jesus The Great I Am Church Inc.\) \(Fire\)](#)
3. [Introduction of New Community Services Employees Juanita Castaneda and Elyana Delgado. \(Community Services\)](#)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. [Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of May 2, 2017, June 6, 2017 and August 1, 2017 and Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of June 20, 2017 and Special Meeting of the City Council of the City of National City of September 5, 2017. \(City Clerk\)](#)
6. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Second Amendment to the Agreement by and between the City of National City and the Alpha Project for the Homeless,

- to adjust the monthly cap amount for the term of the Agreement for one year, ending June 30, 2018, and for the not-to-exceed amount of \$120,000, to provide outreach services for the homeless and intervention services. (Neighborhood Services)
7. [Resolution of the City Council of the City of National City authorizing the City Manager to execute an Agreement with A Reason to Survive, Inc. \(ARTS\) to lead the development of two creative placemaking projects that incorporate art, health and community engagement, located in the Westside \(Old Town\) neighborhood of National City funded through a \\$65,000 Creative California Communities grant from the California Arts Council awarded to ARTS and \\$65,000 in City matching funds. \(Engineering/Public Works\)](#)
  8. [Resolution of the City Council of the City of National City authorizing the City \(Buyer\) to piggyback on to the City of Poway's Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. \(WCA\), and award the purchase of tree trimming, removal, and planting services in an amount not to exceed \\$90,000, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing. \(Engineering/Public Works\)](#)
  9. [Investment Report for the quarter ended September 30, 2017. \(Finance\)](#)
  10. [Warrant Register #19 for the period of 11/01/17 through 11/07/17 in the amount of \\$2,772,515.75. \(Finance\)](#)
  11. [Warrant Register #20 for the period of 11/08/17 through 11/14/17 in the amount of \\$2,772,515.75. \(Finance\)](#)

#### **PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

12. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.24 \(Mixed-Use Corridor And district zones\), 18.25 \(Industrial zones\), 18.30.050 \(Sale of alcoholic beverages and live entertainment\), and 18.50 \(Glossary\) of the National City Municipal Code. \(Applicant: City-Initiated Land Use Amendment\) \(Case File: 2017-25 A\) \(Planning\)](#)
13. [Public Hearing and adoption of an Ordinance of the City Council of the City of National City repealing Ordinance No. 2003-2226 and adopting an Ordinance establishing Sewer Service Charges for fiscal years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23. \(Engineering/Public Works\)](#)
14. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Title 11, Section 11.16.010 Speed Zones Designated, of the National City Municipal Code establishing speed limits](#)

on various streets based on certified Engineering and Traffic Surveys.  
(Engineering/Public Works)

## **NON CONSENT RESOLUTIONS**

15. Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with a mutual indemnity and hold harmless provision with Phase II Systems dba Public Agency Retirement Services for pension trust administration services for the period December 20, 2017 through December 31, 2020 and authorizing the City Manager to execute up to two additional one-year extensions. (Finance)
16. Resolution of the City Council of the City of National City approving effective January 1, 2018, the salary schedule for the Part-Time and Seasonal employee group, as amended: 1) adjusting upward classifications with salary ranges below the 2018 State of California minimum wage; and 2) adjusting upward classifications impacted by the salary compression resulting from the minimum wage increases. (Human Resources)
17. Resolution of the City Council of the City of National City adopting the benefits plan for the Confidential employee group as amended to allow for on-call and call-back pay for the Management Information Systems Technician series. (Human Resources)
18. Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement by and between the City of National City and National City Living History Farm Preserve approving relocation of a Victorian Home from 1904 "F" Avenue to the Stein Farm property located at 1808 "F" Avenue in National City, subject to applicable City permits. (Housing & Economic Development)

## **NEW BUSINESS**

19. Development and operation of a Community Garden as part of the expansion of Paradise Creek Educational Park. (Housing & Economic Development)
20. Staff Report: Fiscal Year 2017 and 1st Quarter Fiscal Year 2018 Budget Review. (Finance)

## **B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

### **CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

21. [Resolution of the Community Development Commission-Housing Authority of the City of National City \("Housing Authority"\) approving the refinancing terms for Vista Del Sol Apartments located at Q Avenue in National City that preserves affordability for 130 apartment units through December 31, 2073; approving the reinstatement of two loans made by the Housing Authority as one new loan in the total amount of \\$7,407,795.08 to be assumed by Vista Del Sol Apartment, L.P.; and authorizing the Executive Director to execute the Amended and Restated Loan and Regulatory Agreements and any other documents necessary to close escrow. \(Housing & Economic Development\)](#)

## **NEW BUSINESS - HOUSING AUTHORITY**

### **C. REPORTS**

#### **STAFF REPORTS**

22. [Pilot Program - Interpretation Services - English to Spanish. \(City Clerk\)](#)

## **MAYOR AND CITY COUNCIL**

### **CLOSED SESSION REPORT**

### **ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - January 16, 2018 - 6:00 p.m. - Council Chambers - National City, California.

City Council and Community Development Commission - Housing Authority of the City of National City Meeting Schedule for the Period January 2, 2018 through January 16, 2018:

January 02 - Dispense with Meeting - 6:00 pm

January 16 - Regular Meeting - 6:00 pm

The following page(s) contain the backup material for Agenda Item: Employee of the Quarter 2017 - Daniel P. McGuire, Firefighter. (Fire)



CITY OF NATIONAL CITY  
M E M O R A N D U M

DATE: December 5, 2017  
TO: Leslie Deese, City Manager  
FROM: Stacey Stevenson, Deputy City Manager  
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

---

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the Fourth Quarter of calendar year 2017 is:

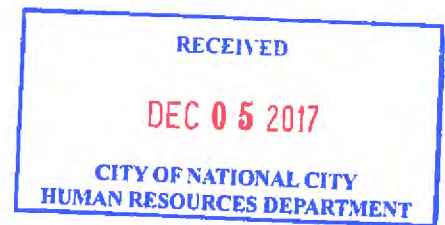
**Firefighter Daniel P. McGuire**

*By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, December 19, 2017 to be recognized for his achievement and service.*

Attachment

cc: Daniel P. McGuire  
Frank Parra – Director of Emergency Services  
Mark Beveridge – Battalion Chief  
Josie Flores-Clark – Executive Assistant  
Human Resources – Office File





**Performance Recognition Award  
Nomination Form**

I nominate Firefighter Dan McGuire

For the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc.) Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

Firefighter Dan McGuire has been a member of the National City Fire Department since November 2015. In that short time he has demonstrated his willingness to go above and beyond his scheduled duties to assist in projects and tasks that improve the overall function of the Fire Department. He has spent many hours after his scheduled duty days completing critical fabrication needs on Squad 33, the newest emergency response vehicle in the City. Additionally, he assisted with the development and fabrication of the Department's water tender vehicle. His mechanical and construction skills are a great asset to the Department.

Firefighter McGuire is an exemplary employee and an outstanding crew member. His commitment to providing the highest possible standard of care to the citizens of National City is an asset to the Department and the City.

**FORWARD COMPLETED NOMINATION TO:**

National City Performance Recognition Program  
Human Resources Department

Nominated by: Frank Parra, Director of Emergency Services

Signature: 

Date: December 5, 2017

The following page(s) contain the backup material for Agenda Item: Automatic External Defibrillator (AED) Presentation. (Jesus The Great I Am Church Inc.) (Fire)



ITEM NO. \_\_\_\_\_

12/19/2017

**AUTOMATIC EXTERNAL DEFIBRILLATORS (AED) PRESENTATION**

**JESUS THE GREAT I AM CHURCH INC.**

**(FIRE)**

The following page(s) contain the backup material for Agenda Item: Introduction of New Community Services Employees Juanita Castaneda and Elyana Delgado. (Community Services)

**Item # \_\_\_\_**

**12/19/17**

**Introduction of new Community Services employees Juanita  
Castaneda and Elyana Delgado.  
(Community Services)**

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # \_\_\_\_  
12/19/17

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meetings of the City Council and Community Development Commission - Housing Authority of the City of National City of May 2, 2017, June 6, 2017 and August 1, 2017 and Adjourned Regular Meeting of the City Council and

Item # \_\_\_\_\_

12/19/17

**APPROVAL OF THE MINUTES OF THE REGULAR  
MEETINGS OF THE CITY COUNCIL AND COMMUNITY  
DEVELOPMENT COMMISSION – HOUSING AUTHORITY  
OF THE CITY OF NATIONAL CITY OF MAY 2, 2017, JUNE 6, 2017,  
AND AUGUST 1, 2017 AND ADJOURNED REGULAR MEETING OF  
THE CITY COUNCIL AND COMMUNITY DEVELOPMENT  
COMMISSION – HOUSING AUTHORITY OF THE CITY OF  
NATIONAL CITY OF JUNE 20, 2017 AND SPECIAL MEETING OF  
THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF  
SEPTEMBER 5, 2017.**

(City Clerk)

**DRAFT      DRAFT      DRAFT**  
**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**May 2, 2017**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:09 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Denham, Duong, Manganiello, Morris-Jones, Parra, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams, Ybarra.

Others present: Student Representative Jose Estrada.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**PUBLIC COMMENTS**

Coyote Moon, National City, spoke against allowing the sale of puppies from puppy mills.

Rita Heuss, National City, expressed appreciation and thanks for the pilot project in El Toyon Park as well as the many volunteers who showed up to work for Volunteer Service Day.

Joseph Bendah voiced his frustration about the inability to get an occupancy permit for his residential project on 8<sup>th</sup> Street.

Edward Alvarez, National City, expressed support for Mr. Bendah.

Gina (unknown last name), National City, spoke in support of Mr. Bendah.

Rico Brooks, National City, supported Mr. Bendah.

**PROCLAMATIONS**

**PROCLAMATION ADMIN (102-2-1)**

1. Proclaiming May 3, 2017 as "Peace Officer Memorial Day"

**PROCLAMATION ADMIN (102-2-1)**

2. Proclaiming May 4, 2017 as "National Day of Prayer"



## PRESENTATIONS

### COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017 (102-10-12)

3. Manuel Portillo Casa De Salud Youth Center Ímprobamente. (Community Services)

## INTERVIEWS / APPOINTMENTS

### BOARDS & COMMISSIONS ADMIN (101-1-1)

4. Interviews and Appointments: Traffic Safety Committee. (City Clerk)  
**ACTION:** Mr. Richard Delgado appeared for interview. Motion by Morrison, seconded by Cano, to appointed Mr. Richard Delgado to the Traffic Safety Committee. Carried by unanimous vote.

## CITY COUNCIL

## CONSENT CALENDAR

**ADOPTION OF CONSENT CALENDAR.** Item No. 5 (NCMC), Item No. 6 (Minutes), Item Nos. 7 through 12 (Resolution No. 2017-61 through 2017-66), Item Nos. 13 through 15 (Warrant Registers). Motion by Cano, seconded by Mendivil, to approve the Consent Calendar. Carried by unanimous vote.

### MUNICIPAL CODE 2017 (506-2-32)

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)  
**ACTION:** Approved. See above.

### APPROVAL OF THE MINUTES

6. APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF FEBRUARY 7, 2017 AND APRIL 18, 2017. (City Clerk)  
**ACTION:** Approved. See above.

### CONTRACT (C2016-8)

7. Resolution No. 2017-61. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY DICK MILLER, INC. FOR THE PLAZA BOULEVARD AND 14TH STREET IMPROVEMENTS PROJECTS, CIP NO. 15-10; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,379,928.26; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$68,996.41; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)  
**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**GRANT / PUBLIC SAFETY (206-4-27)**

8. Resolution No. 2017-62. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE ACCEPTANCE OF THE 4TH DISBURSEMENT FROM THE STATE OF CALIFORNIA AB109 GRANT FUND, ADMINISTERED THROUGH THE CITY OF SAN DIEGO IN THE AMOUNT OF \$37,853.00, FOR MONITORING AND ASSISTING FRONTLINE LAW ENFORCEMENT IN OUR REGION WITH THE PROBLEMS ASSOCIATED WITH THE EARLY RELEASE OF NON-VIOLENT OFFENDERS FROM STATE PRISON, AND AUTHORIZING THE ESTABLISHMENT OF A FISCAL YEAR 2017 APPROPRIATION AND CORRESPONDING REVENUE BUDGET OF \$37,853.00. (Police)

**ACTION:** Adopted. See above.

**EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)**

9. Resolution No. 2017-63. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE LOWEST, RESPONSIVE, RESPONSIBLE BID, FOR THE PURCHASE OF (1) 2017 NISSAN MAXIMA SL, FOR THE POLICE DEPARTMENT FROM BUENA PARK NISSAN OF BUENA PARK, IN THE AMOUNT OF \$34,075.61. (Finance)

**ACTION:** Adopted. See above.

**EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)**

10. Resolution No. 2017-64. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE LOWEST, RESPONSIVE, RESPONSIBLE BID, FOR THE PURCHASE OF (1) 2017 DODGE DURANGO SXT AND (1) 2017 DODGE GRAND CARAVAN SE, FOR THE POLICE DEPARTMENT FROM COURTESY CHRYSLER DODGE OF SAN JUAN CAPISTRANO, IN THE AMOUNT OF \$50,892.93. (Finance)

**ACTION:** Adopted. See above.

**PARKING & TRAFFIC CONTROL ADMIN 2017 (801-2-38)**

11. Resolution No. 2017-65. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING, 1) INSTALLATION OF "NO PARKING" SIGNS FOR 120 FEET ON THE NORTH SIDE OF E. 20TH STREET, WEST OF "N" AVENUE; 2) INSTALLATION OF 20 FEET OF RED CURB "NO PARKING" ON THE WEST SIDE OF "N" AVENUE, NORTH OF E. 20TH STREET; AND 3) INSTALLATION OF STOP SIGNS AND YIELD SIGNS TO PROVIDE TRAFFIC CONTROL AT VARIOUS INTERSECTIONS WITHIN THE NEIGHBORHOOD BOUND BY E. 20TH STREET TO THE NORTH, ROSELAWN STREET TO THE SOUTH, "O" AVENUE TO THE EAST, AND "N" AVENUE TO THE WEST (TSC NO. 2017-12). (Engineering/Public Works)

**ACTION:** Adopted. See above.

## **CONSENT CALENDAR (cont.)**

### **PARKING & TRAFFIC CONTROL ADMIN 2017 (801-2-38)**

12. Resolution No. 2017-66. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING INSTALLATION OF TIME-RESTRICTED "NO PARKING STREET SWEEPING" SIGNS (WEDNESDAY, 4:00 AM TO 6:00 AM) ON THE 1200 BLOCK OF MCKINLEY AVENUE AND 600 BLOCK OF W. 12TH STREET (TSC No. 2017-14). (Engineering/Public Works)

**ACTION:** Adopted. See above.

### **WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

13. Warrant Register #37 for the period of 03/08/17 through 03/14/17 in the amount of \$2,163,055.28. (Finance)

**ACTION:** Ratified. See above.

### **WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

14. Warrant Register #38 for the period of 03/15/17 through 03/21/17 in the amount of \$576,011.51. (Finance)

**ACTION:** Ratified. See above.

### **WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

15. Warrant Register #39 for the period of 03/22/17 through 03/29/17 in the amount of \$1,741,461.85. (Finance)

**ACTION:** Ratified. See above.

## **PUBLIC HEARINGS**

### **BLOCK GRANT PROGRAM ADMIN 2017-2018 (406-1-32)**

16. Public Hearing No. 2 of 2 on the allocation of U.S. Department of Housing and Urban Development (HUD) Fiscal Year 2017-2018 entitlement grant funds, program income, unallocated funds, and funds remaining from completed projects to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program activities proposed for the 2017-2018 Action Plan. (Housing & Economic Development)

**RECOMMENDATION:** Conduct the Public Hearing

**TESTIMONY:** Lori Pfelior, San Diego Habitat for Humanity, spoke in support.

**ACTION:** Motion by Rios, seconded by Sotelo-Solis, to close the Public Hearing. Carried by unanimous vote

## **ORDINANCES FOR ADOPTION**

### **MUNICIPAL CODE 2017 (506-2-32)**

17. Ordinance No. 2017-2436. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 10 SECTION 10.30.040 OF THE NATIONAL CITY MUNICIPAL CODE TO

**ORDINANCES FOR ADOPTION (cont.)**

**MUNICIPAL CODE 2017 (506-2-32)**

17. Ordinance No. 2017-2436 (continued). ESTABLISH THE CITY COUNCIL'S AUTHORITY TO GOVERN THE SALE OR USE OF ALCOHOLIC BEVERAGES IN CITY-OWNED BUILDINGS OPERATED AND CONTROLLED BY THIRD PARTIES, WITHIN A PUBLIC PARK, THROUGH WRITTEN AGREEMENTS WITH THE CITY. (City Manager)

**RECOMMENDATION:** Adopt the Ordinance.

**TESTIMONY:** None

**ACTION:** Motion by Rios, seconded by Sotelo-Solis, to adopt the Ordinance. Carried by unanimous vote.

**NON CONSENT RESOLUTIONS**

**BLOCK GRANT PROGRAM ADMIN 2017-2018 (406-1-32)**

18. Resolution No. 2017-67. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) 2017-2018 ANNUAL ACTION PLAN AND AUTHORIZING THE ESTIMATED ALLOCATION OF 2017-2018 HUD ENTITLEMENT GRANT FUNDS, PROGRAM INCOME, FUNDS REMAINING FROM COMPLETED PROJECTS, AND UNCOMMITTED FUNDS TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ACTIVITIES PROPOSED FOR THE FISCAL YEAR (FY) 2017-2018 ANNUAL ACTION PLAN. (Housing & Economic Development)

**RECOMMENDATION:** Approve the Action Plan for the CDBG and HOME funding allocations from the sources identified in the Financial Statement above.

**TESTIMONY:** None

**ACTION:** Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

**CONTRACT (C2017-25)**

19. Resolution No. 2017-68. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING 1) THE CITY MANAGER TO SIGN A LETTER OF INTENT WITH KABOOM! IN ORDER TO ADVANCE THE CITY OF NATIONAL CITY IN THE GRANT SELECTION PROCESS TO BUILD A NEW PLAYGROUND AT KIMBALL PARK 2) THE CITY MANAGER TO ACCEPT THE KABOOM! GRANT AND EXECUTE THE KABOOM! COMMUNITY PARTNER PLAYGROUND AGREEMENT, IF AWARDED IN SEPTEMBER 2017. (Community Services)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Mendivil, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

## NON CONSENT RESOLUTIONS (cont.)

### CONDITIONAL USE PERMITS 2017 (403-32-1)

20. Resolution No. 2017-69. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A CONDITIONAL USE PERMIT FOR WHOLESALE AUTO SALES AND ACCESSORY USES AT 2000 ROOSEVELT AVENUE. (APPLICANT: DEBORAH FALK) (CASE FILE NO.: 2016-10 CUP) (Planning)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** Perry Falk, the applicant, spoke in support and responded to questions.

Edward Cervantes, spoke in support of the permit.

Maria Villanueva, representing the Environmental Health Coalition (EHC), spoke against the Conditional Use Permit.

Virginia Zepeda, National City, spoke in support of the permit.

Sandy Naranjo, EHC member, spoke in opposition.

Richard Soto, representing Perry Ford, spoke in support.

Mario Lopez, from Perry Ford, spoke in support.

**ACTION:** Motion by Rios, seconded by Sotelo-Solis, to deny the Conditional Use Permit. Carried by the following vote, to-wit: Ayes: Rios, Sotelo-Solis, Cano. Nays: Morrison, Mendivil. Abstain: None. Absent: None.

## NEW BUSINESS

### CONDITIONAL USE PERMITS 2017 (403-32-1)

21. Notice of Decision - Planning Commission approval of a Conditional Use Permit for a proposed gym (Planet Fitness) to be located at 2530 Southport Way. (Applicant: Adam Van Dale for Planet Fitness) (Case File 2017-01 CUP) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**TESTIMONY:** None

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

### SUBDIVISIONS / VARIANCES 2017 (415-01-13)

22. Notice of Decision – Planning Commission approval of a Zone Variance to allow a residential addition in the front yard setback and a parking space in the exterior side yard setback at a property located at 641 East 5th Street. (Applicant: Sarah Ascolese) (Case File 2017-02 Z) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed

**TESTIMONY:** None

**ACTION:** Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

**COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

No Agenda Items

**STAFF REPORTS - None**

**MAYOR AND COUNCIL**

Vice Mayor Mendivil said he was very pleased with the work of staff in bringing 42 million dollars in grants to the city over the last seven years and gives all the credit to them for all the good things happening in our city.

Member Sotelo-Solis shared her views on Item No. 20, the Conditional Use Permit that was denied, said that she was disappointed that Pension Trust Fund was not approved at the last budget meeting and gave kudo's to staff for the great community service project last week.

Student Council Representative Jose Estrada complimented the staff and public for all their hard work during Community Service Day, shared the dismay of some of his peers about the vote on the Welcoming Resolution and extended an invitation to the many upcoming events at Sweetwater High School.

Member Rios extended a welcome to new City Attorney Angil Morris-Jones; reported that she attended the Business Disaster Preparation Forum sponsored by the South County Economic Development Commission and commended all involved in the Volunteer Community Service Day event.

Member Cano said it is not easy doing what the City Council does and sometimes the Council doesn't make everyone happy. He announced that he attended the Sweetwater High Basketball Team awards where he was presented a recognition award for his support and dedication to the team.

Mayor Morrison praised the efforts of staff and the community for the clean-up day event at El Toyon Park; expressed his view of the impact of the City Council action on Item No. 20 and took issue with how the City's interests are being represented on outside Boards.

**CLOSED SESSION REPORT**

There was no Closed Session.

**ADJOURNMENT**

Motion by Sotelo-Solis, Seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, May 16, 2017 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 8:17 p.m.

---

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 19, 2017.

---

Mayor

DRAFT

**DRAFT      DRAFT      DRAFT**  
**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**June 6, 2017**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:07 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Duong, Manganiello, Morris-Jones, Parra, Raulston, Roberts, Rodriguez, Stevenson, Vergara, Williams, Ybarra.  
Others present: City Treasurer Mitch Beauchamp and Student Representative Jose Estrada.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**CLOSED SESSION REPORT**

City Attorney Angil Morris-Jones reported that the City Council gave direction on Item Nos. 1, 3 and 4 on the Closed Session Agenda. On Item No. 2, (Jones v. City of National City, which is the Welcoming City matter), the City Council voted unanimously to put both Resolutions on the Special Meeting Agenda for June 19<sup>th</sup> at 6:00 p.m. There will be a Special City Council Meeting on June 19<sup>th</sup> at 6:00 p.m. to consider the Resolution that was originally adopted, which was the Substitute Resolution as well as the Original Resolution that was not adopted. (See attached Exhibit “L”)

**PUBLIC COMMENTS**

Georgette Jaueregui, appeared on behalf of the San Diego County Fair, highlighted events at this year’s fair and extended an invitation to the Mayor and Council.

Jacqueline Reynoso, National City Chamber, and Kin Elsom, from Lift Development Enterprises, Inc., provided information on a new program sponsored by the Chamber of Commerce, Lift Development, and other partners to promote business growth and development.

Joseph Bendah, requested that his development on 8<sup>th</sup> Street be placed on a future agenda.

Larry Emerson, National City, promoted the advantages of electric vehicles and distributed supporting documentation.

Rico Brooks spoke in support of Mr. Bendah’s request.



### **PUBLIC COMMENTS (cont.)**

Speaker slips were submitted by 50 individuals, 45 of whom spoke. The topics discussed included; support for the Duarte family children from National City whose parents were being detained by Immigration/Customs Enforcement; the harm suffered when families are separated by deportation; support for a Welcoming Resolution, Senate Bill 54 and becoming a Sanctuary City and the need for political leadership and action.

### **AWARDS AND RECOGNITIONS**

#### **COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017 (102-10-12)**

1. 2017 Emergency Medical Service Scholarship Award Winners - Phillip Blain Brandon, Julio Angel Cesena, and Roberto Rodriguez Vargas. (Fire)

### **PRESENTATIONS**

#### **COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017 (102-10-12)**

2. Brightside Produce Distribution to National City Stores. (Iana A. Castro, Ph.D., San Diego State University)

#### **COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017 (102-10-12)**

3. National City Tourism Marketing District (TMD) - Final Report 2016. (Jacqueline Reynoso, President/CEO, National City Chamber of Commerce)

#### **COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017 (102-10-12)**

4. 7th Annual Career Pathways to Success Job Fair. (Jacqueline Reynoso, President/CEO, National City Chamber of Commerce)

### **CITY COUNCIL**

### **CONSENT CALENDAR**

**ADOPTION OF CONSENT CALENDAR.** Item No. 5 (NCMC), Item Nos. 6 through 18 (Resolution Nos. 2017-74 through 2017-86), Item No. 18 (Report), Item Nos. 20 and 21 (Warrant Registers). Motion by Sotelo-Solis, seconded by Rios, to approve the Consent Calendar. Carried by unanimous vote.

### **MUNICIPAL CODE 2017 (506-2-32)**

5. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (CITY CLERK)

**ACTION:** Approved. See above.

**CONSENT CALENDAR (cont.)**

**CONTRACT (C86-47)**

6. Resolution No. 2017-74. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. (AMR) TO CONTINUE TO PROVIDE BASIC AND ADVANCED LIFE SUPPORT AMBULANCE TRANSPORTATION SERVICES EFFECTIVE JULY 1, 2017 FOR A PERIOD OF TWO YEARS. (Fire)

**ACTION:** Adopted. See above.

**CONTRACT (C2005-65)**

**GRANT / PUBLIC SAFETY (206-4-27)**

7. Resolution No. 2017-75. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE THE GRANT ASSURANCES FOR THE FY16 STATE HOMELAND SECURITY GRANT PROGRAM, AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$52,883 FROM THE FY16 STATE HOMELAND SECURITY GRANT PROGRAM FOR A REIMBURSABLE GRANT PURCHASE OF EQUIPMENT FOR THE POLICE AND FIRE DEPARTMENTS. (Fire)

**ACTION:** Adopted. See above.

**GRANT / PUBLIC SAFETY (206-4-27)**

8. Resolution No. 2017-76. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF \$3,000 FROM AMERICAN MEDICAL RESPONSE (AMR), AND THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF \$3,000 FOR THE PURPOSE OF AWARDING THREE 2017 EMERGENCY MEDICAL SERVICE SCHOLARSHIPS TO PURSUE TRAINING IN FIRE SERVICE OR PREHOSPITAL CARE SUCH AS EMERGENCY MEDICAL TECHNICIAN AND/OR PARAMEDIC. (Fire)

**ACTION:** Adopted. See above.

**CONTRACT (C2016-52)**

9. Resolution No. 2017-77. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY PORTILLO CONCRETE, INC. FOR THE E. 16TH STREET AND GROVE STREET PEDESTRIAN ENHANCEMENTS PROJECTS, CIP NO. 16-03; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$98,418.50; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$4,920.92; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**SUBDIVISIONS / VARIANCES 2017 (405-1-13)**

10. Resolution No. 2017-78. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE PARK LOFTS SUBDIVISION MAP, CASE FILE NUMBER 2012-03 S, AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN MAP. (Engineering/Public Works)  
**ACTION:** Adopted. See above.

**GRANT / RECYCLING HOUSEHOLD (206-4-3)**

11. Resolution No. 2017-79. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING ACCEPTANCE OF FUNDS IN THE TOTAL AMOUNT OF \$46,895 AWARDED TO THE CITY FROM THE BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR FY14 THROUGH FY16 TO IMPLEMENT SUCH PROJECTS AS BEVERAGE RECYCLING CONTAINERS IN CITY PARKS, CLEAN-UP ACTIVITIES, AND EDUCATIONAL MATERIALS, AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION, AND RATIFYING THE ESTABLISHMENT OF A REVENUE BUDGET. (Engineering/Public Works)  
**ACTION:** Adopted. See above.

**CONTRACT (C2015-40)**

12. Resolution No. 2017-80. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY WESTERN RIM CONSTRUCTORS, INC. FOR THE KIMBALL AND EL TOYON PARK IMPROVEMENTS PROJECTS; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$3,770,433.87; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$96,865.91; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)  
**ACTION:** Adopted. See above.

**CONTRACT (C2015-41)**

13. Resolution No. 2017-81. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK PERFORMED BY WEST-TECH CONTRACTING, INC. FOR THE PARADISE CREEK RESTORATION PROJECT, CIP NO. 15-05; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$1,671,952.06; 3) RATIFYING THE RELEASE OF RETENTION IN THE AMOUNT OF \$83,597.60; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)  
**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**CONTRACT (C2016-33)**

14. Resolution No. 2017-82. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND NATIONAL SCHOOL DISTRICT TO PROVIDE SWIM LESSONS FOR THIRD GRADE STUDENTS AT LAS PALMAS POOL DURING THE SCHOOL YEAR 2017-2018 IN THE AMOUNT OF \$40,000, WITH AN OPTION TO MUTUALLY EXTEND THE AGREEMENT FOR TWO ADDITIONAL ONE YEAR TERMS. (Community Services)

**ACTION:** Adopted. See above.

**CONTRACT (C2017-49)**

15. Resolution No. 2017-83. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE PERMIT, WITH A MUTUAL INDEMNITY AND HOLD HARMLESS, BETWEEN THE CITY OF NATIONAL CITY AND SOUTHWESTERN COMMUNITY COLLEGE DISTRICT, FOR YOUTH SAILING CAMPS AT THE NATIONAL CITY AQUATIC CENTER DURING JUNE 2017. (Community Services)

**ACTION:** Adopted. See above.

**COMMUNITY DEVELOPMENT LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) (406-2-8)**

16. Resolution No. 2017-84. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ANNUAL REPORT FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2017/18. (Planning)

**ACTION:** Adopted. See above.

**COMMUNITY DEVELOPMENT LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) (406-2-8)**

17. Resolution No. 2017-85. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2017/18. (Planning)

**ACTION:** Adopted. See above.

**COMMUNITY DEVELOPMENT LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) (406-2-8)**

18. Resolution No. 2017-86. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING ON JUNE 20, 2017 AND TO LEVY AND COLLECT ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS) FOR FISCAL YEAR 2017/18. (Planning)

**ACTION:** Adopted. See above.

## CONSENT CALENDAR (cont.)

### FINANCIAL MANAGEMENT 2015-2016 (204-1-31)

19. Investment Report for the quarter ended March 31, 2017. (Finance)

**ACTION:** Filed. See above.

### WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

20. Warrant Register #42 for the period of 04/12/17 through 04/18/17 in the amount of \$1,199,110.67. (Finance)

**ACTION:** Ratified. See above.

### WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

21. Warrant Register #43 for the period of 04/19/17 through 04/25/17 in the amount of \$1,823,234.15. (Finance)

**ACTION:** Ratified. See above.

## PUBLIC HEARINGS

### SUBDIVISIONS / VARIANCES 2017 (405-1-13)

22. Public Hearing – Tentative Subdivision Map for a mixed-use condominium project to be located at 341 East 30th Street. (Applicant: Raintree Residential, LLC) (Case File 2016-23 S) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission.

**TESTIMONY:** The Civil Engineer appeared on behalf of the Applicant and responded to questions.

**ACTION:** Motion by Cano, seconded by Mendivil, to close the Public Hearing and approve the Tentative Subdivision Map. Carried by unanimous vote.

### ABATEMENT WEED 2015 (402-3-16)

23. Public Hearing – Weed Abatement: The Public Hearing scheduled for June 6th was not held due to notification and posting errors. This item will be posted and re-noticed for a Public Hearing to be held on June 20, 2017. (Fire)

### CONTRACT (C90-26)

24. Public Hearing to consider a rate adjustment for refuse services including recycling and yard waste disposal provided to National City residences and businesses by EDCO Disposal Corporation. (Engineering/Public Works)

**RECOMMENDATION:** Hold the Public Hearing.

**TESTIMONY:** A representative from EDCO spoke on behalf of the applicant and responded to questions. It was noted for the record that four letters of protest were received and are on file in the Office of the City Clerk.

**ACTION:** Motion by Cano, seconded by Mendivil, to close the Public Hearing. Carried by unanimous vote.

## NEW CONSENT RESOLUTIONS

### CONTRACT (C90-26)

25. Resolution No. 2017-87. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND EDCO DISPOSAL CORPORATION TO INCREASE THE MONTHLY RATES FOR REFUSE COLLECTION SERVICES. (Engineering/Public Works)

**RECOMMENDATION:** Adopt The Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Mendivil, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

### CONTRACT (C2010-68)

26. Resolution No. 2017-88. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR AGREEMENT WITH PROJECT PROFESSIONALS CORPORATION FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS; AND LEGAL SUPPORT FOR PUBLIC WORKS CONTRACTS AND/OR DISPUTES; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Rios, seconded by Sotelo-Solis, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Abstain: Cano. Absent: None.

### CONTRACT (C2014-14)

27. Resolution No. 2017-89. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR AGREEMENT WITH INNOVATIVE CONSTRUCTION CONSULTING SERVICES (ICCS) FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; CONSTRUCTION MANAGEMENT, INSPECTIONS AND CERTIFIED PAYROLL; PLAN REVIEWS; CONSTRUCTABILITY REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

**NON CONSENT RESOLUTIONS (cont.)**

**CONTRACT (C2014-14)**

27. Resolution No. 2017-89 (continued)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

**CONTRACT (C2014-15)**

28. Resolution No. 2017-90. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR AGREEMENT WITH STC TRAFFIC, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; ARCHITECTURE; CONSTRUCTION MANAGEMENT AND INSPECTIONS; TRAFFIC SIGNAL COMMUNICATIONS INFRASTRUCTURE AND SYSTEMS INTEGRATION; LAND SURVEYING; ENVIRONMENTAL ASSESSMENTS; GEOTECHNICAL; CONSTRUCTION SUPPORT; PLAN REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

**CONTRACT (C2004-51)**

29. Resolution No. 2017-91. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR AGREEMENT WITH D-MAX ENGINEERING, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; ENVIRONMENTAL PLANNING, COMPLIANCE AND ASSESSMENTS; CONSTRUCTION SUPPORT; PLAN REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Cano, seconded by Rios, to adopt the Resolution. Carried by unanimous vote.

## NON CONSENT RESOLUTIONS (cont.)

### CONTRACT (C2010-69)

30. Resolution No. 2017-92. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A TWO-YEAR AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGEMENT; ENGINEERING; ARCHITECTURE; LAND SURVEYING; ENVIRONMENTAL ASSESSMENTS; GEOTECHNICAL; CONSTRUCTION SUPPORT; PLAN REVIEWS; COMMUNITY OUTREACH AND COMMUNICATIONS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS. (Engineering/Public Works)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Rios, seconded by Mendivil, to adopt the Resolution.  
Carried by unanimous vote.

### CONTRACT (C2017-48)

31. Resolution No. 2017-93. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO PALM ENGINEERING CONSTRUCTION COMPANY, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$1,780,325.57 FOR THE WESTSIDE MOBILITY IMPROVEMENTS PROJECT, CIP NO. 17-04; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$267,048.83 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Cano, seconded by Mendivil, to adopt the Resolution.  
Carried by unanimous vote.

### SUBDIVISIONS / VARIANCES 2017 (405-1-13)

32. Resolution No. 2017-94. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A TENTATIVE SUBDIVISION MAP FOR A MIXED-USE CONDOMINIUM PROJECT TO BE LOCATED AT 341 EAST 30TH STREET. (Applicant: Raintree Residential, LLC) (Case File 2016-23 S) (Planning)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Staff noted a correction in Condition No. 4, which should be an expiration of two years rather than one. Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.



## NON CONSENT RESOLUTIONS (cont.)

### STREET VACATION ADMIN 2011 – 2020 (902-26-6)

33. Resolution No. 2017-95. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTION OF AN ORDER OF VACATION OF THE SOUTHERLY 40 FEET OF EAST 15TH STREET AND THE ALLEY BETWEEN EAST 15TH AND 16TH STREETS RELATED TO THE PARK LOFTS PROJECT LOCATED AT 1509, 1531, 1535 NATIONAL CITY BLVD. AND 49 EAST 16TH STREET. (Applicant: Paradise Creek Holding Corporation) (Case File No. 2012-03 SC) (Planning)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

### BUDGET FY 2017-2018 (206-1-33)

34. Resolution No. 2017-96. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING A BUDGET FOR FISCAL YEAR 2018. (Finance)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Sotelo-Solis, seconded by Rios, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Mendivil, Rios, Sotelo-Solis. Nays: Cano, Morrison. Abstain: None. Absent: None.

### BUDGET FY 2017-2018 (206-1-33)

35. Resolution No. 2017-97. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2018 OF \$59,313,300. (Finance)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None

**ACTION:** Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

## NEW BUSINESS

### CONDITIONAL USE PERMITS 2017 (403-32-1)

36. Notice of Decision – Planning Commission approval of a Conditional Use Permit for beer and wine sales at Crab Fever located at 1420 East Plaza Boulevard Suite 2D. (Applicant: Steve Rawlings) (Case File 2017-07 CUP) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**TESTIMONY:** None

**ACTION:** Motion by Rios, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

**EXPARTE DISCLOSURE:** Mayor Morrison and Member Rios disclosed that they had Exparte contact with the applicant.

**NEW BUSINESS (cont.)**

**POLITICAL SUPPORT ADMIN (102-4-1)**

37. City Council discussion and direction on proposed Assembly Bill (AB) 1250, Counties and Cities: Contracts for Personal Services (Jones-Sawyer). (Human Resources)

**RECOMMENDATION:** Direct staff to submit a letter in opposition to Assembly Bill 1250.

**TESTIMONY:** None

**ACTION:** Motion by Morrison, seconded by Cano, to oppose AB1250. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

**B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY**

NO AGENDA ITEMS

**STAFF REPORTS** - None

**MAYOR AND CITY COUNCIL**

City Treasurer Mitch Beauchamp spoke about the erosion of our budget fund balance and the need to re-evaluate our Civil Service System and what our focus is as a city.

Vice Mayor Mendivil encouraged everyone to continue to move forward every day in every way with the Together We Can Campaign?

Member Sotelo-Solis thanked staff for their work and presentations and complemented the public for their participation and comments.

Motion by Sotelo-Solis, seconded by Rios, that staff bring back for discussion at the meeting of June 19, language for the two Welcoming Resolutions, examples of Sanctuary City Resolutions from other cities and the language for Senate Bill 54.

Substitute Motion by Morrison, seconded by Mendivil that: "We would bring on the 19<sup>th</sup> SB54 information because that is easily available, both sides I think are easily available and hopefully by the time we actually put out the agenda itself, we'll see if it's changed any by that time because we know that things are changing because that's a fluid bill also, but I would go with those three coming back on the 19<sup>th</sup>. We could address the Sanctuary Cities at a later time when we give staff more time".

Member Rios requested clarification of the Substitute Motion.

The Motion was clarified that; "if at the end of the 19<sup>th</sup>, if we still feel we still want to address Sanctuary Cities, we have them bring it back".

Motion by Sotelo-Solis, seconded by Rios, to amend the Original Motion to be the Substitute Motion as clarified. The motion was further clarified that, if we don't come to a decision on June 19th, and have had an opportunity to look at Sanctuary Cities that it be docked the first meeting in August.

## **MAYOR AND CITY COUNCIL (cont.)**

A request was made to restate Original Motion as clarified. The motion was restated to be, to reintroduce the Welcoming City Resolution original and amended, as well as language around SB 54 and if there is no Resolution at the end of that meeting of June 19<sup>th</sup>, that we will have continued dialogue and have potential conversation around Sanctuary Cities.

It was further clarified that; if the City Council doesn't come to a conclusion on June 19<sup>th</sup>, what staff would bring back on August 1<sup>st</sup> would be examples of Sanctuary City's Resolution from various cities. Original Motion carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo. Nays: Cano. Abstain: None. Absent: None.

Member Rios pointed out that the San Diego Association of Governments (SANDAG) has adopted procedural changes on future grant requests and National City is one of the few that meets all of the basic criterion required. Member Rios also praised the recent Aquatic Center Event put on by Community Services.

Member Cano reminded everyone about the Mabuhay Festival scheduled for June 10<sup>th</sup> in Kimball Park.

Mayor Morrison reported that he attended the National Association of Regional Councils earlier in the day. Mayor Morrison went on the say: "We saw a good exercise tonight, a lot of individuals coming out. You know it certainly was not..did not speak for the entire community. It was a planned group tonight which spoke for our community and part of a lot of other communities also. We need to be listening to everybody and understanding all the voices that are out there. There's a lot of voices, a lot of concerns and not always does the loudest voice end up being the only voice".

## **ADJOURNMENT**

Motion by Sotelo-Solis, seconded by Cano, to adjourn the meeting to the next Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City – Downtown Initiatives Workshop to be held Tuesday, June 20, 2017 at 5:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, June 20, 2017 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 9:33 p.m.

---

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 19, 2017.

---

Mayor

---

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 4, 2017 - City Council Meeting - Dispensed With  
July 18, 2017 - City Council Meeting - Dispensed

**THIS PAGE IS LEFT INTENTIONALLY BLANK**

## EXHIBIT 'L'



### AGENDA OF A SPECIAL MEETING

#### CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room  
Civic Center  
1243 National City Boulevard  
National City, California

Special Meeting - Tuesday, June 6, 2017 – 5:00 p.m.

#### ROLL CALL

#### CLOSED SESSION

#### CITY COUNCIL

1. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Paragraph (1) of Subdivision (d) of Government Code Section 54956.9  
*Chris Reimer v. City of National City, et al.*  
SDSC Case No. 37-2015-000-38580
2. Conference with Legal Counsel – Pending Litigation  
Existing Litigation under Paragraph (1) of Subdivision (d) of Government Code Section 54956.9  
*Chris Shilling v. City of National City, et al.*  
SDSC Case No. 37-2017-00016618
3. Conference with Legal Counsel – Potential Litigation  
Significant Exposure to Litigation under Paragraph (2) of Subdivision (d) of Government Code Section 54956.9  
One Potential Case
4. Conference with Real Property Negotiators  
Government Code Section 54956.8  
Properties: 420 West 21<sup>st</sup> Street (A.P.N. 559-125-16)  
140 West 18<sup>th</sup> Street (A.P.N. 560-202-01)  
Agency Negotiator: Brad Raulston, Deputy City Manager  
Negotiating Parties: Isfahan, LLC and Phomsavanh Sayheune  
Under Negotiation: Price and Terms of Payment

#### ADJOURNMENT

Next Regular City Council Meeting: Tuesday, June 6, 2017, 6:00 p.m., City Council Chambers, Civic Center

**DRAFT      DRAFT      DRAFT**  
**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

**August 1, 2017**

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 5:04 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Duong, Morris-Jones, Manganiello, Parra, Raulston, Roberts Rodriguez, Stevenson, Vergara, Williams, Ybarra.  
Others present: Student Council Representative Jose Estrada.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**PUBLIC COMMENTS** – None.

**PROCLAMATIONS** – None.

**PRESENTATIONS** – None.

**CITY COUNCIL**

**CONSENT CALENDAR**

**ADOPTION OF CONSENT CALENDAR.** Item No. 1 (NCMC), Item No. 2 (Minutes), Item Nos. 3 through 16 (Resolution No. 2017-136 through 2017-149), Item No. 17 (Report), Item Nos. 18 through 23 (Warrant Registers). Motion by Rios, seconded by Sotelo-Solis, to pull Item No. 14 and approve remaining Consent Calendar Items. Carried by unanimous vote.

**MUNICIPAL CODE 2017 (506-2-32)**

1. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

**ACTION:** Approved. See above.

**APPROVAL OF THE MINUTES**

2. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF JUNE 20, 2017. (City Clerk)

**ACTION:** Approved. See above.

**CONSENT CALENDAR (cont.)**

**HUMAN RESOURCES DEPT ADMIN (1104-01-02)**

3. Resolution No. 2017-136. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE MANAGEMENT EMPLOYEE GROUP FOR FISCAL YEAR 2018 IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS), WITH THE REMOVAL OF THE ASSISTANT POLICE CHIEF CLASSIFICATION. (Human Resources)

**ACTION:** Adopted. See above.

**HUMAN RESOURCES DEPT ADMIN (1104-01-02)**

4. Resolution No. 2017-137. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE FIREFIGHTERS ASSOCIATION EMPLOYEE GROUP FOR FISCAL YEAR 2018, EFFECTIVE AUGUST 1, 2017, IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS). (Human Resources)

**ACTION:** Adopted. See above.

**CONTRACT (C2017-41)**

5. Resolution No. 2017-138. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) ACCEPTING AN URBAN & COMMUNITY FORESTRY CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROGRAM AWARD IN THE AMOUNT OF \$650,800 THROUGH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FOR AN URBAN FOREST EXPANSION AND IMPROVEMENT PROJECT 2) ACCEPTING THE TERMS OF THE GRANT AGREEMENT; 3) AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; AND 4) AUTHORIZING THE APPROPRIATION OF \$650,800 AND CORRESPONDING REVENUE BUDGET IN THE ENGINEERING GRANTS FUND. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONTRACT (C2017-42)**

6. Resolution No. 2017-139. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO SIGN AN ENCROACHMENT PERMIT AND AGREEMENT WITH SOUTHERN HIGHLANDS PARTNERS, LLC, FOR THE INSTALLATION OF AN AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANT PEDESTRIAN ACCESS RAMP PARTIALLY WITHIN THE PUBLIC RIGHT-OF-WAY FOR 2525 HIGHLAND AVENUE (SOUTHERN HIGHLANDS ASSISTED LIVING FACILITY). (Engineering/Public Works)

**ACTION:** Adopted. See above.



**CONSENT CALENDAR (cont.)**

**PARKING AND TRAFFIC CONTROL ADMIN 2017 (801-2-37)**

7. Resolution No. 2017-140. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ISSUANCE OF A SPECIAL DRIVEWAY PERMIT FOR THE RESIDENTIAL PROPERTY LOCATED AT 641 E. 5TH STREET. (Engineering/Public Works)

**ACTION:** Adopted. See above.

**PARKING AND TRAFFIC CONTROL ADMIN 2017 (801-2-37)**

8. Resolution No. 2017-141. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 16 FEET OF RED CURB "NO PARKING" ON THE EAST SIDE OF HIGHLAND AVENUE, SOUTH OF E. 28TH STREET, TO ENHANCE VISIBILITY AND ACCESS FROM E. 28TH STREET ONTO HIGHLAND AVENUE AND ENSURE COMPLIANCE WITH ON-STREET PARKING DESIGN STANDARDS (TSC NO. 2017-15). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**PARKING AND TRAFFIC CONTROL ADMIN 2017 (801-2-37)**

9. Resolution No. 2017-142. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 20 FEET OF RED CURB "NO PARKING" ON THE SOUTH SIDE OF E. 14TH STREET, WEST OF STANCREST LANE, AND 10 FEET OF RED CURB "NO PARKING" EAST OF STANCREST LANE, TO ENHANCE VISIBILITY AND ACCESS FROM STANCREST LANE ONTO E. 14TH STREET (TSC NO. 2017-16). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**PARKING AND TRAFFIC CONTROL ADMIN 2017 (801-2-37)**

10. Resolution No. 2017-143. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING, 1) INSTALLATION OF 40 FEET OF RED CURB "NO PARKING" ON THE WEST SIDE OF ALSTON AVENUE, NORTH OF NEWBERRY STREET; AND 2) INSTALLATION OF YIELD CONTROL FOR THE EASTBOUND AND WESTBOUND NEWBERRY STREET APPROACHES TO THE INTERSECTION AT ALSTON AVENUE (TSC NO. 2017-17). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**PARKING AND TRAFFIC CONTROL ADMIN 2017 (801-2-37)**

11. Resolution No. 2017-144. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE INSTALLATION OF 20 FEET OF BLUE CURB DISABLED PERSONS PARKING SPACE IN FRONT OF THE PENTECOSTAL MISSIONARY CHURCH LOCATED AT 2410 E. 8TH STREET, AND 33 FEET OF RED CURB NO PARKING ADJACENT TO THE EASTERN CHURCH DRIVEWAY TO ENHANCE VISIBILITY AND SAFETY FOR VEHICLES EXITING THE DRIVEWAY ONTO E. 8TH STREET (TSC NO. 2017-18). (Engineering/Public Works)

**ACTION:** Adopted. See above.

**CONSENT CALENDAR (cont.)**

**FIRE DEPT ADMIN (305-01-01)**

12. Resolution No. 2017-145. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING FUNDS IN THE AMOUNT OF \$2,500 FROM SDG&E'S 2017 SAFE SAN DIEGO INITIATIVE THROUGH THE BURN INSTITUTE, A 501(C)(3) NON-PROFIT ORGANIZATION, FOR THE NATIONAL CITY COMMUNITY EMERGENCY RESPONSE TEAM (CERT) TO RECRUIT, ADMINISTER, AND PROMOTE CERT TRAINING IN NATIONAL CITY, AND AUTHORIZING THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET. (Fire)

**ACTION:** Adopted. See above.

**CONTRACT (C2009-105)**

13. Resolution No. 2017-146. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE BIDDING PROCESS BASED ON SPECIAL CIRCUMSTANCES, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DAY WIRELESS SYSTEMS, IN AN AMOUNT NOT TO EXCEED \$44,341, TO PROVIDE MAINTENANCE, SERVICE AND INSTALLATION OF THE CITY'S RADIO COMMUNICATIONS EQUIPMENT, MAINTAIN INFRASTRUCTURE FOR MOBILE AND PORTABLE RADIOS, ON CALL SERVICES AND OTHER PROJECTS AS NEEDED FROM JULY 1, 2017 THROUGH JUNE 30, 2018 WITH THE OPTION OF THREE (3) ONE YEAR EXTENSIONS. (Police)

**ACTION:** Adopted. See above.

**CONTRACT (C2011-03)**

**GRANT / PUBLIC SAFETY (204-4-27)**

14. Resolution No. 2017-147. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE 2016 CITIZENS OPTION FOR PUBLIC SAFETY (COPS) PROGRAM GRANT IN THE AMOUNT OF \$100,000.00 TO PURCHASE POLICE RADIOS, PANASONIC TOUGHBOOK COMPUTERS, TASERS, POLICE SERVICE HELMETS, CAPITAL PROJECT THAT SUPPORTS FRONT LINE POLICE SERVICES, PEPPERBALL LANCERS, AND OTHER ESSENTIAL POLICE EQUIPMENT AS NEEDED AND TO RATIFY AND AUTHORIZE THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF THE GRANT WITHIN THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF). (Police)

**ACTION:** Motion by Rios, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

**CONTRACT (C2011-03)**

**GRANT / PUBLIC SAFETY (204-4-27)**

15. Resolution No. 2017-148. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE FY 2016 OPERATION STONEGARDEN GRANT IN THE AMOUNT \$44,000, AND

**CONSENT CALENDAR (cont.)**

**CONTRACT (C2011-03)**

**GRANT / PUBLIC SAFETY (204-4-27)**

15. Resolution No. 2017-148 (continued). AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE AGREEMENT FOR THE AWARD OF THE GRANT FUNDS AND SIGN GRANT DOCUMENTS INDEMNIFYING THE GRANTING AGENCY AGAINST ANY LIABILITY ARISING FROM GRANT RELATED OPERATIONS, AND AUTHORIZING THE ESTABLISHMENT OF THE POLICE DEPARTMENT GRANTS FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET, IN THE AMOUNT OF THE GRANT FOR REIMBURSEMENT OF OVERTIME, FRINGE BENEFITS AND MILEAGE FOR PROGRAMMATIC OPERATIONS. (Police)

**ACTION:** Adopted. See above

**CONTRACT (C2017-43)**

**CITY ACQUISITION OR RENTAL / PROPERTY ADMIN (1001-1-6)**

16. Resolution No. 2017-149. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE PURCHASE AND SALE AGREEMENT EXECUTED ON JULY 11, 2017 AND AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 420 W. 21ST STREET FROM ISFAHAN, INC. FOR A TOTAL SALES PRICE OF \$355,000 AND THE PAYMENT OF CLOSING COSTS NOT TO EXCEED \$2,000. (Housing & Economic Development)

**ACTION:** Adopted. See above

**FINANCIAL MANAGEMENT 2017 – 2018 (204-1-32)**

17. Investment transactions for the month ended May 31, 2017. (Finance)

**ACTION:** Accepted and Filed. See above

**WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

18. Warrant Register #47 for the period of 05/17/17 through 05/23/17 in the amount of \$1,710,351.94. (Finance)

**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

19. Warrant Register #48 for the period of 05/24/17 through 05/30/17 in the amount of \$2,071,450.07. (Finance)

**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

20. Warrant Register #49 for the period of 05/31/17 through 06/06/17 in the amount of \$2,353,463.63. (Finance)

**ACTION:** Ratified. See above.

**WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)**

21. Warrant Register #50 for the period of 06/07/17 through 06/13/17 in the amount of \$151,587.83. (Finance)

**ACTION:** Ratified. See above.

## CONSENT CALENDAR (cont.)

### WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

22. Warrant Register #51 for the period of 06/14/17 through 06/20/17 in the amount of \$1,993,718.19. (Finance)

**ACTION:** Ratified. See above.

### WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

23. Warrant Register #52 for the period of 06/21/17 through 06/27/17 in the amount of \$762,526.43. (Finance)

**ACTION:** Ratified. See above.

## PUBLIC HEARINGS

### STREET VACATION ADMIN 2011-2020 (902-26-06)

24. Public Hearing - Proposed Street Vacation of a portion of undeveloped "M" Avenue between East 16th Street and East 14th Street. (Applicant: Ralph Gonzales) (Case File No. 2017-04 SC) (Planning)

**RECOMMENDATION:** Staff concurs with the Planning Commission determination and recommends approval of the street vacation.

**TESTIMONY:** Laren Rodriguez, National City, spoke in support but expressed concern about the impact off the closing on the alley where she parks.

Chris Carson, representing the National School District, expressed concern about any costs to the District.

Miguel Flores, National City, expressed concerns about erosion, increased noise and congestion.

**ACTION:** Motion by Sotelo-Solis, seconded by Mendivil, to close the Public Hearing. Carried by unanimous vote

## NON CONSENT RESOLUTIONS

### STREET VACATION ADMIN 2011-2020 (902-26-06)

25. Resolution No. 2017-150. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTION OF AN ORDER OF VACATION OF A PORTION OF UNDEVELOPED "M" AVENUE BETWEEN EAST 16TH STREET AND EAST 14TH STREET. (APPLICANT: RALPH GONZALES) (CASE FILE NO. 2017-04 SC) (Planning)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** Ralf Gonzalez, Engineer for the project,

**ACTION:** Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution with findings and conditioned upon approval of the project plans prior to closure of the street. Carried by unanimous vote.

## NON CONSENT RESOLUTIONS (cont.)

### HUMAN RESOURCES DEPT ADMIN (1104-01-02)

26. Resolution No. 2017- 151. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A SALARY SCHEDULE FOR THE EXECUTIVE EMPLOYEE GROUP FOR FISCAL YEAR 2018 IN COMPLIANCE WITH THE REQUIREMENTS OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS), INCREASING THE BANDS FOR DEPUTY CITY MANAGER AND POLICE CHIEF; AND ADDING A BAND FOR ASSISTANT POLICE CHIEF. (Human Resources)

**RECOMMENDATION:** Adopt the Resolution approving the Fiscal Year 2018 compensation plan for the Executive employee group.

**TESTIMONY:** None.

**ACTION:** Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

## NEW BUSINESS

### TEMPORARY USE PERMIT 2017 (203-1-33)

27. Temporary Use Permit - C&M Motors Inc. requesting to use the vacant lot located at 21 West 7th Street for storage of commercial trucks from August 1, 2017 thru August 1, 2018 with no waiver of fees. (Neighborhood Services)

**RECOMMENDATION:** Approve the Application for a Temporary Use Permit for a period of six months ending on January 31, 2018.

**TESTIMONY:** Michael Torti, Vice President of C & M Motors responded to questions.

**ACTION:** Motion by Sotelo-Solis, seconded by Rios to continue.

Substitute Motion by Rios, seconded by Morrison to approve for 6 months from 08-1-2017 to 02-1-2018 with no extension. Carried by unanimous vote.

### CONDITIONAL USE PERMIT 2017 (403-32-1)

28. Notice of Decision - Planning Commission approval of a Conditional Use Permit for beer and wine sales at Broken Yolk to be located at 3030 Plaza Bonita Road Suite 1106. (Applicant: Steve Rawlings) (Case File 2017-15 CUP) (Planning)

**RECOMMENDATION:** Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**TESTIMONY:** None.

**ACTION:** Motion by Rios, seconded by Cano, to file. Carried by unanimous vote.

**COMMUNITY DEVELOPMENT COMMISSION-**  
**HOUSING AUTHORITY**

**CONSENT RESOLUTIONS- HOUSING AUTHORITY**

**CONTRACT (C2017-72)**

29. Resolution No. 2017-56. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SUBORDINATION AGREEMENT WITH JONES LANG LASALLE MULTIFAMILY, LLC, SUBORDINATING THE PROJECT DEED OF TRUST THAT SECURES THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (TENANT RESTRICTIONS) ON SUMMERCREST APARTMENTS LOCATED AT 2721 PLAZA BOULEVARD IN NATIONAL CITY. (Housing & Economic Development)

**RECOMMENDATION:** Staff recommends the adoption of a resolution to execute the Subordination Agreement.

**TESTIMONY:** None.

**ACTION:** Item was pulled prior to the meeting.

**STAFF REPORTS**

Police Chief Manuel Rodriguez announced that the new Assistant Police Chief for National City is Jose Tellez.

**MAYOR AND CITY COUNCIL**

Student Council Representative Jose Estrada reported that Sweetwater High School is back in session as of July 20<sup>th</sup>. He extended an invitation to everyone to attend the Back to School Night event on August 10<sup>th</sup> starting at 5:00 pm, and announced that the next meeting will be his last when the new Student Council Representative will take over.

Vice Mayor Mendivil invited interested volunteers to participate in the Urban Youth Collaborative's 8<sup>th</sup> Annual School Beautification Day on August 12<sup>th</sup> at Sweetwater High School District schools in National City.

Member Sotelo-Solis extended a welcome back from the summer break, expressed thanks to the staff for all their work, welcomed the Broken Yoke Restaurant and urged everyone to go to Las Palmas Park for the National Night Out event.

Member Rios congratulated new Assistant Police Chief Jose Tellez and reminded that the Relay for Life will take place starting at 6:00 p.m. on August 4<sup>th</sup>.

Member Cano expressed appreciation to staff for the successful projects that result in citizen complements and approval.

Mayor Morrison gave an update on the Plaza Blvd sewer line project and widening projects which are in the completion stages and complimented staff for doing a good job applying for grants.

## CLOSED SESSION REPORT

City Attorney Angil Morris-Jones reported that the City Council gave direction in closed session on 3 items by unanimous vote.

## ADJOURNMENT

Motion by Rios, Seconded by Sotelo-Solis, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City to be held Tuesday, August 15, 2017 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote

Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, August 15, 2017 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 6:29 p.m.

\_\_\_\_\_  
City Clerk

The foregoing minutes were approved at the Regular Meeting of December 19, 2017.

\_\_\_\_\_  
Mayor

**DRAFT      DRAFT      DRAFT**  
**MINUTES OF THE ADJOURNED REGULAR MEETING OF THE  
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –  
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY  
DOWNTOWN INITIATIVES WORKSHOP**

**June 20, 2017**

The Adjourned Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 5:07 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Manganiello, Morris-Jones, Parra, Raulston, Roberts, Stevenson, Williams, Ybarra.

**PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON**

**SPECIFIC PLAN – DOWNTOWN (417-1-9)**

1. Workshop on the Downtown Specific Plan Update and seeking direction from City Council on certain items. (City Manager)

**RECOMMENDATION:** Receive City Council Direction.

**STAFF PRESENTATION:** Assistant City Manager, Brad Raulston, and consultant, Mike Singleton, provided a general overview of the Specific Plan update and some proposed recommendations going forward.

**TESTIMONY:** Nancy Estolano, National City, spoke in support of the plan but expressed concerns on behalf of herself and sixty neighboring businesses that signed a petition regarding parking issues.

Marcus Bush, National City, spoke in support of the plan update but expressed concern about the housing crisis and the potential gentrification displacement of residents.

Carolina Martinez, representing the Environmental Health Coalition, praised the plan but said if it doesn't address the affordable housing needs of the existing community then it is not an acceptable plan.

**ACTION:** Members of the City Council asked questions and expressed individual concerns regarding parking, shuttle service and inclusionary housing.



**CONTRACT (C2017-52)**

2. Presentation of a mixed-use development proposal for 130 E. 8<sup>th</sup> Street in response to Request for Proposals that was issued March 15, 2017 for land owned by the former redevelopment agency (CDC-RDA). (City Manager)

**TESTIMONY:** Andrew Malick, representing Malick Infill Development, presented his firms proposed development for the site.

Liliana Robles, Chula Vista, expressed concern about the availability of affordable housing for families and children.

**CONTRACT (C2017-52)**

3. Resolution No. 2017-102. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXCLUSIVE NEGOTIATING AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND IDNP HOLDINGS, LLC FOR THE DEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED AT 130 EAST 8<sup>TH</sup> STREET IN NATIONAL CITY. (City Manager)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** None.

**ACTION:** Motion by Cano, seconded by Sotelo-Solis, to adopt the Resolution. Carried by unanimous vote.

**PARKING ACTION PLAN (PAP) (801-2-39)**

4. Resolution No. 2017-103. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE PARKING ACTION PLAN (PAP) FOR DOWNTOWN NATIONAL CITY, WHICH IS A TWO-YEAR PARKING PILOT PROGRAM TO ADDRESS EXISTING AND FUTURE PARKING DEMAND, AND DIRECTING STAFF TO TAKE ALL NECESSARY ACTIONS FOR PAP IMPLEMENTATION, INCLUDING CONTINUED PUBLIC OUTREACH, DATA COLLECTION AND REPORTING. (Engineering/Public Works)

**RECOMMENDATION:** Adopt the Resolution.

**TESTIMONY:** A representative from Big Ben Market expressed concerns about the impacts of the plan on their business.

**ACTION:** Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

**ADJOURNMENT**

Motion by Sotelo-Solis, seconded by Mendivil, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, June 20, 2017 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 6:30 p.m.

---

City Clerk

The foregoing minutes were approved at the Regular Meeting of December 19, 2017.

---

Mayor

DRAFT      DRAFT      DRAFT

**MINUTES OF THE SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

**September 5, 2017**

The Special Meeting of the City Council of the City of National City was called to order at 5:00 p.m. by Mayor / Chairman Ron Morrison.

**ROLL CALL**

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.  
Administrative Officials present: Dalla, Deese, Morris-Jones, Raulston, Stevenson.

**PUBLIC COMMENTS** – None

**OPEN SESSION**

**CITY COUNCIL**

1. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(4)  
One Claim: Miranda
2. Conference with Legal Counsel – Potential Litigation  
Significant Exposure to Litigation under Government Code Section 54956.9(d)(4)  
One Potential Case

Members retired into Closed Session at 5:06 p.m.

**CLOSED SESSION**

1. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(4)  
One Claim: Miranda
2. Conference with Legal Counsel – Potential Litigation  
Significant Exposure to Litigation under Government Code Section 54956.9(d)(4)  
One Potential Case

**ADJOURNMENT**

The next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 5, 2017 at 6:00 p.m. at the Council Chamber, National City, California.

\_\_\_\_\_  
City Clerk

The foregoing minutes were approved at the Regular Meeting of December 19, 2017.

\_\_\_\_\_  
Mayor

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City Manager to execute an Agreement with A Reason to Survive, Inc. (ARTS) to lead the development of two creative placemaking projects that incorporate art, health and community

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the City Manager to execute an Agreement with *A Reason to Survive, Inc. (ARTS)* to lead the development of two creative placemaking projects that incorporate art, health and community engagement, located in the Westside (Old Town) neighborhood of National City funded through a \$65,000 Creative California Communities grant from the California Arts Council awarded to ARTS and \$65,000 in City matching funds.

**PREPARED BY:** Stephen Manganiello

**PHONE:** 619-336-4382

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:**

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Funds are available in the following CIP expenditure accounts through prior City Council appropriations:

296-409-500-598-6577 (Westside Mobility Improvements) - \$25,000

001-409-500-598-1596 (WI-TOD / Paradise Creek Park Improvements) - \$40,000

**ENVIRONMENTAL REVIEW:**

Notice of Exemption will be prepared and filed with the County Recorder's Office.

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt resolution executing an Agreement with ARTS to lead the development of two creative placemaking projects that incorporate art, health and community engagement, located in the Westside (Old Town) neighborhood of National City.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Agreement
3. Resolution



**Explanation:**

On December 5, 2017, City Council adopted Resolution No. 2017-237, which authorized the Mayor to execute a thirty-six month Maintenance and Operating (M&O) Agreement with *A Reason to Survive, Inc. (ARTS)*, wherein ARTS agreed to maintain and operate the City-owned property located at 200 E. 12th Street as an Arts Center for the community's benefit to enrich the lives of National City residents by providing arts, culture and educational resources. Per the terms of the M&O Agreement, ARTS is required to deliver a minimum of \$125,000 in public / capital art projects per year. In support of this requirement, ARTS was successful in receiving a \$65,000 Creative California Communities (CCC) grant from the California Arts Council to lead the development of two creative placemaking projects that incorporate art, health and community engagement, located in the Westside (Old Town) neighborhood of National City.

The first project will construct a public gathering place and storefront renovation at the northwest corner of the intersection of Coolidge Avenue and W. 16th Street, with a focus on providing children and residents access to healthy foods. The second project will construct a public gathering place in Paradise Creek Park, with a focus on providing children and residents access to art and education.

The CCC grant requires a "one-to-one" match in the amount of \$65,000, for a total project cost of \$130,000. Since ARTS has been a catalyst in delivering arts, culture and education programs and projects in National City, and has created a movement behind the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity, staff desires to fund the \$65,000 match to assist ARTS with development of the projects for the benefit of the community.

Funding for the match is available through prior City Council Capital Improvement Program (CIP) appropriations as follows:

Westside Mobility Improvements grant from SANDAG - \$25,000  
WI-TOD / Paradise Creek Park Improvements CIP - \$40,000

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
A REASON TO SURVIVE, INC. (ARTS)**

THIS AGREEMENT is entered into on this 19th day of December, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and A REASON TO SURVIVE, INC., a California non-profit corporation (ARTS).

**R E C I T A L S**

WHEREAS, ARTS, a California non-profit corporation, has been a catalyst in delivering arts, culture and education programs and projects in National City, and has created a movement behind the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity;

WHEREAS, ARTS applied for and received a \$65,000 Creative California Communities (CCC) grant from the California Arts Council to lead the development of two creative placemaking projects that incorporate art, health and community engagement, located in the Westside (Old Town) neighborhood of National City, California;

WHEREAS, the first project will construct a public gathering place and storefront renovation at the northwest corner of the intersection of Coolidge Avenue and W. 16<sup>th</sup> Street, with a focus on providing children and residents access to healthy foods;

WHEREAS, the second project will construct a public gathering place in Paradise Creek Park, with a focus on providing children and residents access to art and education;

WHEREAS, the CCC grant requires a "one-to-one" match in the amount of \$65,000, for a total project cost of \$130,000, and the CITY agrees to fund the \$65,000 match to assist ARTS with development of the projects for the benefit of the community;

WHEREAS, the CITY's matching funds shall only be used for project improvements located within the public rights of way;

WHEREAS, the CITY and ARTS previously entered into a thirty-six month Maintenance and Operating (M&O) Agreement, dated December 5, 2017, wherein ARTS agreed to maintain and operate the City-owned property located at 200 E. 12th Street as an Arts Center for the community's benefit to enrich the lives of National City residents by providing arts, culture and educational resources;

WHEREAS, per the terms of the M&O Agreement, ARTS is required to deliver a minimum of \$125,000 in public / capital art projects per year;



WHEREAS, ARTS contribution of \$65,000 towards the capital art improvements identified and funded by the CCC grant and further defined in this Agreement, would be applied towards ARTS' annual public art requirement under the M&O Agreement;

WHEREAS, the CITY'S contribution of \$65,000 towards the capital art improvements identified by the CCC grant and further defined in this Agreement, shall be considered separate and distinct from requirements under the M&O Agreement, and therefore, will not relieve ARTS of its obligations under the M&O Agreement;

WHEREAS, based on review of ARTS' performance and qualifications delivering capital art projects through community engagement, the CITY has determined that ARTS, a California non-profit corporation, is qualified by experience and ability to perform the services desired by the CITY, and ARTS is willing to perform such services;

WHEREAS, the CITY has further determined that ARTS is skilled in delivering capital art projects, which beautify the community, and is capable of lifting the spirits of residents and visitors of National City;

WHEREAS, ARTS agrees that upon completion of the projects, ownership of the physical works of art installed within public rights of way shall be transferred to the CITY, and ARTS waives and releases all rights of ownership to those works of art.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF ARTS.** The CITY agrees to engage ARTS to provide art and design services to lead the development of two creative placemaking projects that incorporate art, health and community engagement, located in the Westside (Old Town) neighborhood of National City, California, and ARTS agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

ARTS represents that all services shall be performed directly by ARTS staff or under direct supervision of ARTS.

2. **PURPOSE.** The CITY hereby commissions ARTS to oversee the conceptualization, creation, design, and community build of two creative placemaking projects as generally described in Section 4 below. ARTS hereby agrees to provide those services in conformance with the terms of this Agreement.

3. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on December 5, 2017. The duration of this Agreement is for the period of December 5, 2017 through June 30, 2018.

4. **SCOPE OF SERVICES.** ARTS will perform services as set forth in the attached Exhibit "A" to deliver two community art projects referred to as Westside / Paradise Creek Public Gathering Places (the "Work").



ARTS shall be responsible for all research and reviews related to the Work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. ARTS shall keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from ARTS, from time to time reduce or increase the Scope of Services to be performed by ARTS under this Agreement. Upon doing so, the CITY and ARTS agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

5. **PROJECT COORDINATION AND SUPERVISION.** Stephen Manganiello, Director of Public Works / City Engineer, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. ARTS shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for ARTS. ARTS' Executive Director, thereby is designated as the Project Director for ARTS.

6. **DESCRIPTION OF THE WORK.**

A. The first project will construct a public gathering place and storefront renovation at the northwest corner of the intersection of Coolidge Avenue and W. 16th Street, with a focus on providing children and residents access to healthy foods

B. The second project will construct a public gathering place in Paradise Creek Park, with a focus on providing children and residents access to art and education.

7. **PHASES OF WORK.** Not applicable.

8. **SCHEDULE.** All work shall be completed no later than June 30, 2018.

9. **COMPENSATION AND PAYMENT.** The CITY shall contribute up to \$65,000 in matching funds to support ARTS in meeting their CCC grant match requirement. Payment is subject to ARTS completing their share of the project improvements, which is valued at \$65,000, for a total estimated project cost of \$130,000. Compensation for ARTS shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. A Budget Detail summarizing estimated project costs is presented in Exhibit "A." Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the scope of work, as determined by the CITY.

ARTS shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

10. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event ARTS and the CITY cannot agree to the quality or acceptability of the work, the



manner of performance and/or the compensation payable to ARTS in this Agreement, the CITY or ARTS shall give to the other written notice. Within ten (10) business days, ARTS and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to ARTS.

11. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by ARTS for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, ARTS hereby assigns to the CITY, and ARTS thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. ARTS shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

ARTS agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize ARTS' written work product for the CITY'S purposes, and ARTS expressly waives and disclaims all rights mentioned in Section 15.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by ARTS shall relieve ARTS from liability under Section 23, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

12. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither ARTS nor ARTS' employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of ARTS and the ARTS' employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of ARTS and its employees. Neither this Agreement nor any interest herein may be assigned by ARTS without the prior written consent of the CITY. Nothing herein contained is intended to prevent ARTS from employing or hiring as many employees, or subconsultants, as ARTS may deem necessary for the proper and efficient performance of this Agreement. All agreements by ARTS with its subconsultants shall require the subconsultant(s) to adhere to the applicable terms of this Agreement.

13. **RISK OF LOSS AND INSURANCE.** ARTS shall bear all risk of loss or damage to the Work until it is delivered and installed at the site.



14. **REPRODUCTIONS.** ARTS shall not create three-dimensional reproductions of the Work, or portions thereof, without the express, written consent of the CITY. All expenses associated with creating three-dimensional reproductions shall be borne by ARTS.

15. **OWNERSHIP RIGHTS AND LICENSES.** Consistent with Section 11 of this Agreement, professional artists under contract with ARTS for the purpose of performing the Work are required to adhere to the applicable terms of this Agreement, including the provisions of this Section 15 and Section 32.

Ownership of all materials and concepts produced for the CITY under this Agreement, including but not limited to the completed Work, and all rights to licensing and reproductions of the Work, shall pass to and become the property of the CITY, once payment for that phase of work is made by the CITY. The CITY, at its option, will store all drawings and materials that may assist with future repairs. ARTS shall waive all rights to the Work, including copyright, moral rights under the Visual Artists Rights Act, rights under the California Art Preservation Act, and any other artistic rights that may exist in the Work.

ARTS hereby assigns to the CITY all rights to produce, give, sell, and distribute still or motion images and models or other likeness of any kind of the Work, the compensation for which is part of the fee described above, but shall exercise no rights thereto inconsistent with the provision of this Section 15. The CITY may provide appropriate credit to ARTS on all such material, but is not obligated to do so.

Any Memoranda, Reports, Maps, Drawings, Renderings, Photos, Plans, Specifications, and other documents prepared by ARTS for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

ARTS agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize ARTS' written work product for the CITY'S purposes, and ARTS expressly waives and disclaims any residual rights granted to it by state or federal law, including Civil Code Sections 980 through 989 relating to intellectual property and artistic works and 17 United States Code §106A and §113(d) relating to artists rights. The provisions of this Section 15 shall survive the termination of this Agreement.

16. **REPAIRS.** To the extent practical, all repairs and restorations made during the lifetime of ARTS shall have ARTS' approval. To the extent practical, the CITY shall give ARTS the opportunity to perform the repairs and restoration at a reasonable fee.

17. **PROCESS DOCUMENTATION.** ARTS shall document, photographically and in writing ("Documentation"), the creative process for production of the Work at various and appropriate stages and shall provide that documentation to the CITY prior to installation of the Work. Consistent with Sections 23 and 32, ownership of the Documentation shall pass to and become property of the CITY once received by the CITY.



18. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of ARTS or any of ARTS' employees, except as herein set forth, and ARTS or ARTS' agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that ARTS, its agents, servants, and employees are as to the CITY wholly independent consultants, and that ARTS' obligations to the CITY are solely such as are prescribed by this Agreement.

19. **COMPLIANCE WITH APPLICABLE LAW.** ARTS, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. ARTS and each of its subconsultants, shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

20. **LICENSES, PERMITS, ETC.** ARTS represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. ARTS represents and covenants that ARTS shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for ARTS to practice its profession.

21. **STANDARD OF CARE.**

A. ARTS, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of ARTS' trade or profession currently practicing under similar conditions and in similar locations. ARTS shall take all special precautions necessary to protect ARTS' employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, ARTS warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the ARTS' professional performance or the furnishing of materials or services relating thereto.

C. ARTS is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project ARTS has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless ARTS has notified the CITY otherwise, ARTS warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by ARTS to use due diligence under this sub-paragraph will render ARTS liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

22. **NON-DISCRIMINATION PROVISIONS.** ARTS shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. ARTS will take positive action to insure that applicants are employed without regard to their age, race,



color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. ARTS agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

23. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to ARTS certain confidential information to enable ARTS to effectively perform the services to be provided herein. ARTS shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. ARTS shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 23, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of ARTS, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of ARTS without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to ARTS by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

ARTS shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, ARTS shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

ARTS shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of this Section 23.

24. **INDEMNIFICATION AND HOLD HARMLESS.** ARTS agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of ARTS' performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and ARTS shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

25. **WORKERS' COMPENSATION.** ARTS shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all



amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by ARTS under this Agreement.

26. **INSURANCE.** ARTS, at its sole cost and expense, shall purchase and maintain, and shall require its subconsultant(s), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:



City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

27. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

28. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to ARTS. During said 60-day period ARTS shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by ARTS in



connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to ARTS as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by ARTS, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and ARTS shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the ARTS' breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 15.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting ARTS; (2) a reorganization of ARTS for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of ARTS.

29. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello  
Director of Public Works / City Engineer  
Engineering & Public Works Department  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To ARTS: Executive Director  
A Reason to Survive, Inc.  
200 E. 12<sup>th</sup> Street  
National City, CA 91950



Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

30. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, ARTS shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. ARTS also agrees not to specify any product, treatment, process or material for the project in which ARTS has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. ARTS shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. ARTS shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which ARTS has a financial interest as defined in Government Code Section 87103. ARTS represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, ARTS shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, ARTS shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which ARTS shall obtain from the City Clerk.

ARTS shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 30 by the ARTS.

31. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. ARTS is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

32. **WAIVER.** Due to the nature of the work of art and the site on which it is installed, ARTS and his/her agents, heirs, successors and assigns hereby waive any and all federal and state rights they may have in or to the Work, including but not limited to copyright, any rights under the Visual Artists Rights Act, as set forth at 17 U.S.C. §106A and §113(d), and any rights under the California Art Preservation Act, as set forth in Civil Code Section 987. ARTS agrees that upon completion, ownership in the physical work of art which is created pursuant to this Agreement shall be transferred to and shall vest in the CITY, and ARTS hereby expressly waives and releases all rights of ownership to the work of art, including but not limited to those under Civil Code Section 988. ARTS and his/her agents, heirs, successors and assigns also agree not to attempt to defeat this waiver by cooperating with any organization which seeks to bring an action against CITY under Civil Code Section 989 or any other provision of law. The provisions of this Section 32 shall survive the termination of this Agreement.



33. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CITY is engaging the services of ARTS identified in this Agreement. ARTS shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity

to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

**A REASON TO SURVIVE, INC. (ARTS)**

By: \_\_\_\_\_  
Leslie Deese, City Manager

By: \_\_\_\_\_  
Fabienne Hanks, Board Chair

By: \_\_\_\_\_  
Amanda Montgomery, Board Member

APPROVED AS TO FORM:  
Angil P. Morris-Jones

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

**EXHIBIT "A" - BUDGET DETAIL**

A. PERSONNEL EXPENSES	JOB TITLE (# OF STAFF)	RATE OF PAY	CCC GRANT	MATCHING FUNDS
1. ARTISTIC	Project Manager/Lead Designer	\$45-\$55/hr	\$10,000	\$25,000
	Support Artist	\$30/hr	\$20,000	
	Student Apprentice (6-8)	\$11/hr	\$15,000	
2. ADMINISTRATIVE	Community Arts Manager (1)	\$28/hr	\$0	
	Student Apprentices Manager (1)	\$26/hr	\$0	
	Artistic Director & Managing Director	\$38/hr	\$0	
3. TECHNICAL	University of San Diego CasterCenter Evaluation Consultants	\$10,000 per service (spread across multiple projects)	\$0	
		SUBTOTAL: Personnel Expenses	\$45,000	\$25,000
B. OPERATING / PRODUCTION EXPENSES			CCC GRANT	MATCHING FUNDS
4. PROJECT MATERIALS			\$19,000	\$40,000
5. DOCUMENTATION & MARKETING SUPPLIES			\$1,000	
6. GENERAL OPERATING			\$0	
		SUBTOTAL: Operating / Production Expenses	\$20,000	\$40,000
		<b>TOTAL EXPENSES</b>	<b>\$65,000</b>	<b>\$65,000</b>





AREA5ON-02

CCHACON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc. 5731 Palmer Way, Suite D Carlsbad, CA 92010	CONTACT NAME:	
	PHONE (A/C, No, Ext): (760) 603-0131	FAX (A/C, No):
INSURED  A Reason to Survive 200 E. 12th. St National City, CA 91950	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: State Compensation Insurance Fund of California	35076
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1512422	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	PHPK1512422	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB546546	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Prod/Compl Ops \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	V/N N/A	X 9037947	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of National City, its elected officials, officers, agents, employees and volunteers are named as additional insured per General Liability form #PI-GLD-HS(10/11), and Auto form #CA 20 48 02 99. When required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of National City c/o Risk Manager  
1243 National City Blvd  
National City, CA 91950-4397

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

#### A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

##### a. Expected or Intended injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

#### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10



**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions**; is deleted in its entirety and replaced by the following:
 

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.
  - b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:
 

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.
  - c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:
 

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:
 

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**F. HIPAA**

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended as follows:

- 1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

- 2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

- 3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.



**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
  1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
  1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this



Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
  - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**



**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 7/01/2017	Counter
Named Insured: A Reason to Survive	 (Authorized Representative)

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> The City of National City, its elected officials, officers, agents, employees and volunteers
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the City (Buyer) to piggyback on to the City of Poway's Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA), and award the purchase of tree trimming, rem



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the City (Buyer) to piggyback on to the City of Poway's Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA), and award the purchase of tree trimming, removal, and planting services in an amount not to exceed \$90,000, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.

**PREPARED BY:** Ray Roberson, Management Analyst

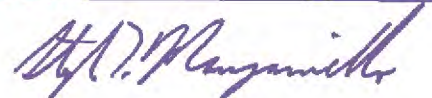
**PHONE:** 619-336-4583

**DEPARTMENT:** Engineering and Public Works

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See staff report.



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

105-416-227-299-0000) – Contract Services - \$90,000

Funds are appropriated and available in the above expenditure account.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation
2. City of Poway Urban Forestry Maintenance Services contract
3. Service Agreement
4. Resolution

## EXPLANATION

In Fiscal Year (FY) 2015, the City contracted with West Coast Arborist, Inc. (WCA), a highly qualified and reputable contractor in the field of urban forestry, to assist the City's Park Maintenance staff with addressing the growing backlog of tree trimming requests for service. Through implementation of a grid-based tree trimming program, WCA proved to be effective in assisting City crews with clearing the backlog, which allowed City crews to focus on maintaining their tree trimming schedule.

Tree trimming support services are needed this year as City crews are challenged to maintain the grid schedule due to emergency calls for service and the need for specialty work such as stump grinding and tree removals. As part of the FY 2018 annual budget, City Council adopted the maintenance and operating budget for Public Works Parks Division, which includes \$90,000 for contract tree trimming support services.

National City Municipal Code Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the City of Poway's Urban Forestry Maintenance Services contract with WCA was competitively bid through a RFP process, and that the City of Poway's procurement procedures are in substantial compliance with those of National City. On July 1, 2016, the City of Poway entered into a two year agreement with WCA for Urban Forest Maintenance Services, which expires on June 30, 2018. The contract may be extended with a total of three (3) separate one-year term extensions.

Therefore, staff requests that City Manager authorize the City (Buyer) to piggyback on the City of Poway's Urban Forestry Maintenance Services contract with WCA and purchase tree trimming, removal, and planting services from WCA in an amount not to exceed \$90,000, consistent with Section 2.60.260 of the National City Municipal Code regarding cooperative purchasing.



## **CONTRACT**

### **URBAN FORESTRY MAINTENANCE SERVICES**

This Contract, made and concluded this first day of July, 2016, by and between the CITY OF POWAY, a general law city and municipal corporation (the "City"), and West Coast Arborist, Inc., a California corporation, hereinafter referred to as "the Contractor." The length of this Contract shall be for two (2) years beginning on July 1, 2016 through June 30, 2018. The Contract may be extended with a total of three (3) separate one-year term extensions. Each extension will be dependent on the appropriation of funds by the City Council. The maximum length of the Contract can be up to five (5) years. The option to renew may be by mutual agreement between the City and the selected Contractor. Adjustments to service costs are based on Section II, item 28, Contract Renewal. The City may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the selected Contractor at least ten (10) working days prior written notice with cause or sixty (60) days without cause. If the City suspends or terminates a portion of this Contract, such suspension or termination shall not make void or invalidate the remainder of this a Contract.

ARTICLE I. That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the bonds attached hereto, if any, Contractor agrees with City at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the Specifications (attached hereto, at Section 3) necessary to construct and complete in good, workmanlike and substantial manner, all to the satisfaction of the City of Poway, in accordance with the Special Provisions for this project as set forth herein.

ARTICLE II. Said Contractor agrees to receive and accept as full compensation for furnishing all materials and doing all the work contemplated and embraced in the Contract an amount equal to the sum of the totals for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price proposal by the Contractor for that item of work. Contractor further agrees to be responsible and hold City harmless from all loss or damage arising out of the nature of work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City. Contractor agrees to be responsible and hold City harmless from all risks of every description and under the control of Contractor pursuant to the terms of the Contract, and connected with Contractor's performance of this Contract. The Contractor is responsible for all expenses incurred by or in consequence of the suspension or discontinuance of work, and/or faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications and requirements of the City.

ARTICLE III. The City hereby agrees and promises the Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices stated, and hereby Contracts to pay the same at the time, in the manner, and upon the conditions above set forth. Said parties for themselves, to their heirs, executors, administrators, successors and assigns, do hereby agree to full performance of the Covenants herein contained.

ARTICLE IV. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of proposal conflicting herewith.



ARTICLE V. Contractor shall defend and otherwise hold City harmless from any and all claims, complaints, causes of action, of any nature whatsoever, arising from Contractors performance of the Contract. In performance of this Provision, Contractor shall name City as additional insured on a policy of general liability as required per Section II, item 19. The Covenant contained herein applies to all sums paid as a result of the above claims, including court costs and reasonable attorney fees whether or not the matter results in judgment.

ARTICLE VI. Pursuant to Public Contract Code Section 22300, provisions for substitution of securities for performance retentions will be allowed.

ARTICLE VII. EACH AND EVERY COVENANT, CONDITION AND PROMISE contained in the Specifications, General Provisions and Special Provisions for said project are herein incorporated by reference as if fully set forth herein and constitute a material part of the consideration to the City in entering into this Contract with Contractor.

(All Items in the Contract will be the same as in the Proposal.)

IN WITNESS WHEREOF, the parties to those present have hereunto set their names in the year and date first above written.

Contractor:

Signature

Title:

Patrick Mahoney, President

Signature

Title:

Richard Mahoney, Assistant Secretary

City Manager of the City of Poway:

ATTEST:

City Clerk:

APPROVED AS TO FORM:

City Attorney:



## SECTION V

### PROPOSAL FORMS

To the City of Poway, acting by and through its City Council, herein called the "City" for **URBAN FORESTRY MAINTENANCE SERVICES** to be provided to said City:

Pursuant to and in compliance with the Request for Proposals (RFP) and in accordance with the Specifications contained herein, the undersigned proposing contractor, having become familiarized with the terms of the contract, plans, specifications, and addenda, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, all in strict conformity with the plans and specifications and other contract documents, including all addenda for the sums set for the sites listed herein;

It is understood and agreed that the contract amount includes all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies between numbers of the proposal amount and the words stating the amount, the words shall govern over numbers;

IN COMPLIANCE with the Notice, Specifications, and special provisions hereinbefore stipulated, the undersigned, with full comprehension thereof, hereby proposes to perform the entire work for the prices set forth below upon which award of Contract is made;

Work not identified in the contract will be billed on a time and materials basis using the same standard hourly rate (which shall include labor, vehicle use, tools and equipment, overhead and profit). For the purpose of proposal evaluation, proposing contractors shall enter on the proposal schedule the standard hourly rates as requested.

Notice of acceptance or requests for additional information should be addressed to proposing contractor at the email address stated below.

Business Name/Proposing Contractor (Please Print):

West Coast Arborists, Inc.

Authorized Agent or Officer:

  
Title: Patrick Mahoney, President

Email Address: vgonzalez@wcainc.com

Address: 2200 E. Via Burton

Anaheim, CA 92606

**PROPOSAL FORMS**

**Service Address:** 8524 Commerce Avenue, Suite B  
San Diego, CA 92121

**Telephone:** (714) 991-1800

**City of Poway Business Certificate No.:** BC-007041

**Expiration Date:** 07/26/2017

**CA License No:** 383764

**License Expiration Date:** 12/31/16

**DIR Registration No.:** 1000000958

**[Remainder of Page Left Blank Intentionally]**

### FEE SCHEDULE - MAINTENANCE

Description	Unit	Unit Price
Grid Tree Trimming**	Each	\$ 62.00
Tree Raising**	Each	\$ 34.50
Prune Fan Palm	Each	\$ 62.00
Clean Trunk for Fan Palm (skinning)	Each	\$ 150.00
Service Request Trimming 0-6" DBH**	Each	\$ 62.00
Service Request Trimming 7-12" DBH**	Each	\$ 98.00
Service Request Trimming 13-18" DBH**	Each	\$ 138.00
Service Request Trimming 19-24" DBH**	Each	\$ 178.00
Service Request Trimming 25-30" DBH**	Each	\$ 248.00
Service Request Trimming 31"+ DBH**	Each	\$ 328.00
Tree Removal and Stump Grinding***	Inch	\$ 27.00
Tree Removal Only***	Inch	\$ 17.00
Stump Removal (grinding)***	Inch	\$ 10.00
Plant 16-gallon tree w/RB*	Each	\$ 180.00
Plant 16-gallon tree w/out RB*	Each	\$ 178.00
Plant 24" box tree w/RB*	Each	\$ 280.00
Plant 24" box tree w/out RB*	Each	\$ 270.00
Plant 36" box tree w/RB*	Each	\$ 440.00
Plant 36" box tree w/out RB*	Each	\$ 400.00
Plant 48" box tree w/RB*	Each	\$ 1,750.00
Plant 48" box tree w/out RB*	Each	\$ 1,650.00
Root Pruning/Root Barrier Installation 12" or 18" bio-barrier	Linear Foot	\$ 25.00
GPS Tree Inventory (per tree site)	Each	\$ 3.00
Tree Injection	Each	\$ 39.00
<b>TOTAL</b>		<b>\$ 7,048.50</b>

\*Tree planting includes tree, materials, and planting costs.

\*\*Grid trimming, tree raising, and service requests includes cleanup and disposal.

\*\*\*Tree and stump removal includes cleanup and disposal.

### MAINTENANCE - PROPOSAL AMOUNTS, IN WORDS:

Seven thousand six hundred forty-eight dollars

Fifty cents cents

Proposing Contractor's Signature: \_\_\_\_\_

Date: 5/26/16

Contractor's Company West Coast Arborists, Inc.



### FEE SCHEDULE - HOURLY RATES

Description	Monday - Friday (7:00 A.M. - 4:00 P.M.)	After Hours (4:00 P.M. - 7:00 A.M.), Holidays, and Weekends
Regular Tree Maintenance Crew Rental (3-man crew)*	\$ 210.00	n/a
Emergency Crew Rental (3-man crew)*	n/a	\$ 270.00
Arborist Services (Report Writing)*	\$ 120.00	n/a
Specialty Equipment (Crane and/or 95' Aerial)	\$ 150.00	\$ 200.00
Certified Consulting Arborist*	\$ 150.00	n/a
Pest Control Advisor	\$ 150.00	\$ 200.00
Watering trees (water truck & operator)	\$ 70.00	\$ 150.00
<b>TOTALS</b>	<b>\$850.00</b>	<b>\$820.00</b>

\*Includes overhead and vehicle

### HOURLY RATES - PROPOSAL AMOUNTS, IN WORDS:

**Monday - Friday**

Eight hundred fifty      Dollars  
Zero      Cents

**After Hours, Holidays, and Weekends**

Eight hundred twenty      Dollars  
Zero      Cents

Proposing Contractor's Signature: \_\_\_\_\_ Date: 5/26/16

Contractor's Company West Coast Arborists, Inc.

### COOPERATIVE PURCHASING

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

## GUARANTY

To the City of Poway, City Council, for:

### URBAN FORESTRY MAINTENANCE SERVICES

The undersigned guarantees the work included in this project(s).

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Specifications, due to any of the above causes, all within the number of months the site is to be maintained after date on which this Contract is accepted by the City, or the date of recordation of Notice of Completion, whichever is the later, the undersigned agrees to reimburse the City upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all cost and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

West Coast Arborists, Inc.  
Contractor (Company)

By:

Patrick Mahoney, President

Title

June 27, 2016

Date

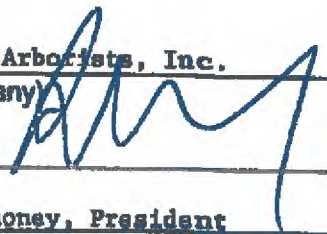
**\*\*TO BE SUBMITTED WITH EXECUTED CONTRACT\*\***



## WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works Contract has been awarded shall sign the following certificate and shall submit same to the City of Poway prior to performing any work on the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

By: West Coast Arborists, Inc.  
Contractor (Company)   
Patrick Mahoney, President  
Title  
June 27, 2016  
Date

Section 3700 of the State Labor Code reads in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by ~~one~~ or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

**\*\*TO BE SUBMITTED WITH EXECUTED CONTRACT\*\***



**SECTION I**  
**REQUEST FOR PROPOSALS**

Notice is hereby given that the City of Poway, California will accept sealed proposals at the Public Works Administration Office, 14467 Lake Poway Road, Poway, CA 92064, until 3:00 p.m. on Tuesday, June 1, 2016. Proposals shall be submitted in plain, sealed envelopes, marked on the outside with the project title:

**URBAN FORESTRY MAINTENANCE SERVICES**  
**RFP 16-018**

**Project Description:** To furnish all professional services, skilled labor, materials, equipment, tools, insurance, permits and fees, as necessary, to render the services according to the specifications set forth in this outline. The successful proposal by a qualified contractor to provide professional Urban Forestry Maintenance Services will result in a contract with the City of Poway. The contractor will supplement City staff.

No proposal will be accepted unless it is made on proposal forms furnished by the City of Poway. Proposals will be evaluated on the basis of experience and ability to perform, which includes the equipment list, but not limited to, experience and history of the firm, as well as upon the amount proposed. The City will also consider a cooperative purchasing agreement that meets our purchasing requirements per 3.28 in the Municipal Code. The award of the Contract, if made, will be made to the proposer, who in the sole discretion of the City is best able to perform the Contract in a manner most beneficial to the City of Poway. The City reserves the right, after opening proposals, to reject any or all proposals, to waive any informality in the proposal, and to accept any proposal or portion of it.

**Standard Contract Length:** The length of this Contract shall be for two (2) years on July 1, 2016 through June 30, 2018. The Contract may be extended with a total of three (3) separate one-year term extensions. The maximum length of the Contract can be up to five (5) years. The option to renew may be by mutual agreement between the City and the selected Contractor. Award of the Contract and any Contract extensions are subject to City Council appropriation of funds. Each renewal period (fiscal), the Contractor's costs shall be adjusted based on the annual change in the previous calendar year's Consumer Price Index for the San Diego area (All Urban Consumers CPI-U) or 5%, whichever is less. The first adjustment would occur no earlier than July 1, 2018.

Proposal documents may be purchased for a non-refundable fee of \$7.00 per set from the City of Poway Customers Services Counter, located at 13326 Civic Center Drive, CA 92064 during regular business hours or free of charge via our website at [www.poway.org](http://www.poway.org).

For further information contact Diane Mann, Public Works Supervisor, at (619) 668-4704 or by email at [dmann@poway.org](mailto:dmann@poway.org).

DATE 05/11/16

  
Troy Bankston, Director of Public Works



**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
WEST COAST ARBORISTS, INC.**

THIS AGREEMENT is entered into on this 19th day of December, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and WEST COAST ARBORISTS, INC., a California corporation (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide Urban Forestry Maintenance Services to assist the City's Park Maintenance staff with ongoing tree trimming needs and demands.

WHEREAS, the CITY has determined that the CONTRACTOR is a certified forestry professional and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

WHEREAS, this contract is being awarded based on cooperative purchasing, as permitted in National City Municipal Code section 2.60.260. The City of Poway has gone through a competitive process for these services and selected this CONTRACTOR, and the CITY is entering into this Agreement with the prices established through that competitive process.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to perform tree pruning, trimming, and planting services, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on December 21, 2017. The duration of this Agreement is for the period of December 21, 2017 through December 20, 2018. Completion dates or time durations for specific portions of the project are set forth in Exhibit "B". This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform tree pruning, trimming, removal, and planting services as set forth in the attached Exhibit "A" following the fee schedule as set forth in the attached Exhibit "B" (the project).

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings, as required, to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Victor Uribe, Park Superintendent, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Michael Palat thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$90,000. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.



7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the

CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include



but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all



claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:



To CITY: Victor Uribe  
Park Superintendent  
Engineering and Public Works Department  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4397

To CONTRACTOR:  
Michael Palat  
Area Manager  
West Coast Arborists, Inc.  
8524 Commerce Avenue, Suite B  
San Diego, CA 92121

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**  
**OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONTRACTOR.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates



apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subcontractors.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. **Construction.** The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

Angil P. Morris-Jones  
City Attorney

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

**WEST COAST ARBORISTS, INC.**  
(Corporation - signatures of two corporate officers required)

By: \_\_\_\_\_  
(Name)

Patrick Mahoney  
(Print)

President  
(Title)

By: \_\_\_\_\_  
(Name)

Richard Mahoney  
(Print)

Assistant Secretary  
(Title)

West Coast Arborists, Inc.

Scope of Work

Project Requirements

The Scope of Work for this Contract is to provide professional Urban Forestry Maintenance Services for tree pruning and trimming, using a grid system, and tree removal and planting as directed by the City's Park Supervisor, to maintain the City of National City's trees in a safe, attractive and overall healthy condition. Prices for said services are listed in Exhibit B.

The contract is not to exceed \$90,000 and is effective December 19, 2017 through December 18, 2018.





Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

November 14, 2017

City of National City  
**ATTN: Ray Roberson, Management Analyst**  
Engineering & Public Works Department  
1243 National City Blvd.  
National City, CA 91950

**RE: TREE MAINTENANCE SERVICES**

Dear Mr. Roberson,

Over the years, West Coast Arborists, Inc. (WCA) and the City of National City have forged a very productive and cohesive working relationship. Today, our common goal remains the same; to preserve the integrity and health of the City's urban forest.

As we approach the end of the current contract term, we propose to continue tree maintenance services under a "piggyback" approach. Recently, the City of Poway conducted a formal RFP for Tree Maintenance Services and WCA was awarded a new contract. The new rates found under Poway's contract are competitive among the industry, particularly with grid tree pruning, tree removal, and tree planting. As a partner with the City of National City under their grant planting project, the competitive rates for tree planting services will serve the City well.

We agree to offer the same unit prices, terms and conditions as Poway's current contract. Attached to this letter are copies of Poway's RFP, Council Agenda Report and Price Schedule. Please note that Poway's Agreement contains a Cooperative Purchasing Provision that allows other agencies to piggyback. As part of this Agreement, we agree to waive all annual service fees for our tree inventory software program called Arbor Access.

We appreciate your ongoing efforts to make this Agreement a success for both the City and WCA and look forward to continuing our successful business relationship. Should you have any questions, or require additional information please do not hesitate to contact me at (800) 521-3714.

Sincerely,

Victor Gonzalez  
Vice President



## **CONTRACT**

### **URBAN FORESTRY MAINTENANCE SERVICES**

This Contract, made and concluded this first day of July, 2016, by and between the CITY OF POWAY, a general law city and municipal corporation (the "City"), and West Coast Arborist, Inc., a California corporation, hereinafter referred to as "the Contractor." The length of this Contract shall be for two (2) years beginning on July 1, 2016 through June 30, 2018. The Contract may be extended with a total of three (3) separate one-year term extensions. Each extension will be dependent on the appropriation of funds by the City Council. The maximum length of the Contract can be up to five (5) years. The option to renew may be by mutual agreement between the City and the selected Contractor. Adjustments to service costs are based on Section II, item 28, Contract Renewal. The City may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the selected Contractor at least ten (10) working days prior written notice with cause or sixty (60) days without cause. If the City suspends or terminates a portion of this Contract, such suspension or termination shall not make void or invalidate the remainder of this a Contract.

ARTICLE I. That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the City, and under the conditions expressed in the bonds attached hereto, if any, Contractor agrees with City at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the Specifications (attached hereto, at Section 3) necessary to construct and complete in good, workmanlike and substantial manner, all to the satisfaction of the City of Poway, in accordance with the Special Provisions for this project as set forth herein.

ARTICLE II. Said Contractor agrees to receive and accept as full compensation for furnishing all materials and doing all the work contemplated and embraced in the Contract an amount equal to the sum of the totals for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price proposal by the Contractor for that item of work. Contractor further agrees to be responsible and hold City harmless from all loss or damage arising out of the nature of work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City. Contractor agrees to be responsible and hold City harmless from all risks of every description and under the control of Contractor pursuant to the terms of the Contract, and connected with Contractor's performance of this Contract. The Contractor is responsible for all expenses incurred by or in consequence of the suspension or discontinuance of work, and/or faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications and requirements of the City.

ARTICLE III. The City hereby agrees and promises the Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices stated, and hereby Contracts to pay the same at the time, in the manner, and upon the conditions above set forth. Said parties for themselves, to their heirs, executors, administrators, successors and assigns, do hereby agree to full performance of the Covenants herein contained.

ARTICLE IV. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of proposal conflicting herewith.



ARTICLE V. Contractor shall defend and otherwise hold City harmless from any and all claims, complaints, causes of action, of any nature whatsoever, arising from Contractors performance of the Contract. In performance of this Provision, Contractor shall name City as additional insured on a policy of general liability as required per Section II, item 19. The Covenant contained herein applies to all sums paid as a result of the above claims, including court costs and reasonable attorney fees whether or not the matter results in judgment.

ARTICLE VI. Pursuant to Public Contract Code Section 22300, provisions for substitution of securities for performance retentions will be allowed.

ARTICLE VII. EACH AND EVERY COVENANT, CONDITION AND PROMISE contained in the Specifications, General Provisions and Special Provisions for said project are herein incorporated by reference as if fully set forth herein and constitute a material part of the consideration to the City in entering into this Contract with Contractor.

(All Items in the Contract will be the same as in the Proposal.)

IN WITNESS WHEREOF, the parties to those present have hereunto set their names in the year and date first above written.

Contractor:

Signature

Title:

Patrick Mahoney, President

Signature

Title:

Richard Mahoney, Assistant Secretary

City Manager of the City of Poway:

ATTEST:

City Clerk:

APPROVED AS TO FORM:

City Attorney:

## SECTION V

### PROPOSAL FORMS

To the City of Poway, acting by and through its City Council, herein called the "City" for URBAN FORESTRY MAINTENANCE SERVICES to be provided to said City:

Pursuant to and in compliance with the Request for Proposals (RFP) and in accordance with the Specifications contained herein, the undersigned proposing contractor, having become familiarized with the terms of the contract, plans, specifications, and addenda, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, all in strict conformity with the plans and specifications and other contract documents, including all addenda for the sums set for the sites listed herein;

It is understood and agreed that the contract amount includes all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies between numbers of the proposal amount and the words stating the amount, the words shall govern over numbers;

IN COMPLIANCE with the Notice, Specifications, and special provisions hereinbefore stipulated, the undersigned, with full comprehension thereof, hereby proposes to perform the entire work for the prices set forth below upon which award of Contract is made;

Work not identified in the contract will be billed on a time and materials basis using the same standard hourly rate (which shall include labor, vehicle use, tools and equipment, overhead and profit). For the purpose of proposal evaluation, proposing contractors shall enter on the proposal schedule the standard hourly rates as requested.

Notice of acceptance or requests for additional information should be addressed to proposing contractor at the email address stated below.

Business Name/Proposing Contractor (Please Print):

West Coast Arborists, Inc.

Authorized Agent or Officer:

Title: Patrick Mahoney President

Email Address: [vgonzalez@wcalnc.com](mailto:vgonzalez@wcalnc.com)

Address: 2200 E. Via Burton

Anaheim, CA 92606

**PROPOSAL FORMS**

**Service Address:** 8524 Commerce Avenue, Suite B  
San Diego, CA 92121

**Telephone:** (714) 891-1800

**City of Poway Business Certificate No.:** BC-007041

**Expiration Date:** 07/26/2017

**CA License No:** 366764

**License Expiration Date:** 12/31/16

**DIR Registration No.:** 1000000958

**[Remainder of Page Left Blank Intentionally]**



### FEE SCHEDULE - MAINTENANCE

Description	Unit	Unit Price
Grid Tree Trimming**	Each	\$ 62.00
Tree Raising**	Each	\$ 34.50
Prune Fan Palm	Each	\$ 62.00
Clean Trunk for Fan Palm (skinning)	Each	\$ 150.00
Service Request Trimming 0-6" DBH**	Each	\$ 62.00
Service Request Trimming 7-12" DBH**	Each	\$ 99.00
Service Request Trimming 13-18" DBH**	Each	\$ 139.00
Service Request Trimming 19-24" DBH**	Each	\$ 179.00
Service Request Trimming 25-30" DBH**	Each	\$ 249.00
Service Request Trimming 31"+ DBH**	Each	\$ 329.00
Tree Removal and Stump Grinding***	Inch	\$ 27.00
Tree Removal Only***	Inch	\$ 17.00
Stump Removal (grinding)***	Inch	\$ 10.00
Plant 16-gallon tree w/RB*	Each	\$ 190.00
Plant 16-gallon tree w/out RB*	Each	\$ 175.00
Plant 24" box tree w/RB*	Each	\$ 290.00
Plant 24" box tree w/out RB*	Each	\$ 270.00
Plant 36" box tree w/RB*	Each	\$ 449.00
Plant 36" box tree w/out RB*	Each	\$ 400.00
Plant 48" box tree w/RB*	Each	\$ 1,750.00
Plant 48" box tree w/out RB*	Each	\$ 1,650.00
Root Pruning/Root Barrier Installation 12" or 16" bio-barrier	Linear Foot	\$ 25.00
GPS Tree Inventory (per tree site)	Each	\$ 5.00
Tree Injection	Each	\$ 99.00
<b>TOTAL</b>		<b>\$ 7,848.50</b>

\*Tree planting includes tree, materials, and planting costs.

\*\*Grid trimming, tree raising, and service requests includes cleanup and disposal.

\*\*\*Tree and stump removal includes cleanup and disposal.

### MAINTENANCE - PROPOSAL AMOUNTS, IN WORDS:

Seven thousand six hundred forty-eight dollars  
Fifty cents cents

Proposing Contractor's Signature: \_\_\_\_\_

Date: 5/26/16

Contractor's Company West Coast Arborists, Inc.

### FEE SCHEDULE - HOURLY RATES

Description	Monday - Friday (7:00 A.M. - 4:00 P.M.)	After Hours (4:00 P.M. - 7:00 A.M.), Holidays, and Weekends
Regular Tree Maintenance Crew Rental (3-man crew)*	\$ 210.00	n/a
Emergency Crew Rental (3-man crew)*	n/a	\$ 270.00
Arborist Services (Report Writing)*	\$ 120.00	n/a
Specialty Equipment (Crane and/or 85' Aerial)	\$ 150.00	\$ 200.00
Certified Consulting Arborist*	\$ 150.00	n/a
Pest Control Advisor	\$ 150.00	\$ 200.00
Watering trees (water truck & operator)	\$ 70.00	\$ 150.00
<b>TOTALS</b>	<b>\$850.00</b>	<b>\$820.00</b>

\*Includes overhead and vehicle

### HOURLY RATES - PROPOSAL AMOUNTS, IN WORDS:

#### Monday - Friday

Eight hundred fifty      Dollars  
Zero      Cents

#### After Hours, Holidays, and Weekends

Eight hundred twenty      Dollars  
Zero      Cents

Proposing Contractor's Signature: \_\_\_\_\_ Date: 5/26/16

Contractor's Company West Coast Arborists, Inc.

#### COOPERATIVE PURCHASING

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.



## GUARANTY

To the City of Poway, City Council, for:

### URBAN FORESTRY MAINTENANCE SERVICES

The undersigned guarantees the work included in this project(s).

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Specifications, due to any of the above causes, all within the number of months the site is to be maintained after date on which this Contract is accepted by the City, or the date of recordation of Notice of Completion, whichever is the later, the undersigned agrees to reimburse the City upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all cost and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

West Coast Arborists, Inc.  
Contractor (Company)

By:

Patrick Mahoney, President

Title

June 27, 2016

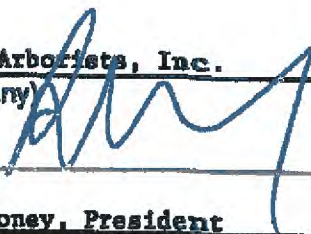
Date

**\*\*TO BE SUBMITTED WITH EXECUTED CONTRACT\*\***

## WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1881 of the State Labor Code, each Contractor to whom a public works Contract has been awarded shall sign the following certificate and shall submit same to the City of Poway prior to performing any work on the Contract:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

By: West Coast Arborists, Inc.  
Contractor (Company)   
Patrick Mahoney, President  
Title  
June 27, 2016  
Date

Section 3700 of the State Labor Code reads in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

**\*\*TO BE SUBMITTED WITH EXECUTED CONTRACT\*\***



**SECTION I**  
**REQUEST FOR PROPOSALS**

Notice is hereby given that the City of Poway, California will accept sealed proposals at the Public Works Administration Office, 14467 Lake Poway Road, Poway, CA 92064, until 3:00 p.m. on Tuesday, June 1, 2016. Proposals shall be submitted in plain, sealed envelopes, marked on the outside with the project title:

**URBAN FORESTRY MAINTENANCE SERVICES**  
**RFP 18-018**

**Project Description:** To furnish all professional services, skilled labor, materials, equipment, tools, insurance, permits and fees, as necessary, to render the services according to the specifications set forth in this outline. The successful proposal by a qualified contractor to provide professional Urban Forestry Maintenance Services will result in a contract with the City of Poway. The contractor will supplement City staff.

No proposal will be accepted unless it is made on proposal forms furnished by the City of Poway. Proposals will be evaluated on the basis of experience and ability to perform, which includes the equipment list, but not limited to, experience and history of the firm, as well as upon the amount proposed. The City will also consider a cooperative purchasing agreement that meets our purchasing requirements per 3.28 in the Municipal Code. The award of the Contract, if made, will be made to the proposer, who in the sole discretion of the City is best able to perform the Contract in a manner most beneficial to the City of Poway. The City reserves the right, after opening proposals, to reject any or all proposals, to waive any informality in the proposal, and to accept any proposal or portion of it.

**Standard Contract Length:** The length of this Contract shall be for two (2) years on July 1, 2016 through June 30, 2018. The Contract may be extended with a total of three (3) separate one-year term extensions. The maximum length of the Contract can be up to five (5) years. The option to renew may be by mutual agreement between the City and the selected Contractor. Award of the Contract and any Contract extensions are subject to City Council appropriation of funds. Each renewal period (fiscal), the Contractor's costs shall be adjusted based on the annual change in the previous calendar year's Consumer Price Index for the San Diego area (All Urban Consumers CPI-U) or 5%, whichever is less. The first adjustment would occur no earlier than July 1, 2018.

Proposal documents may be purchased for a non-refundable fee of \$7.00 per set from the City of Poway Customers Services ~~Counter~~, located at 13328 Civic Center Drive, CA 92064 during regular business hours or free of charge via our website at [www.poway.org](http://www.poway.org).

For further information contact Diane Mann, Public Works Supervisor, at (658) 666-4704 or by email at [dmann@poway.org](mailto:dmann@poway.org).

DATE 05/11/16

  
Troy Bankston, Director of Public Works

The following page(s) contain the backup material for Agenda Item: Investment Report for the quarter ended September 30, 2017. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Investment Report for the quarter ended September 30, 2017.

**PREPARED BY:** Ronald Gutlay

**PHONE:** 619-336-4346

**DEPARTMENT:** Finance

**APPROVED BY:** Mark Ralento

**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

See attached staff report.

**APPROVED:** Mark Ralento **FINANCE**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Accept and File the Investment Report for the Quarter ended September 30, 2017.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report
2. Investment Listings



## City Council Staff Report

December 19, 2017

### ITEM

Staff Report: Investment Report for the quarter ended September 30, 2017.

### BACKGROUND

The California Government Code (§ 53646(b)) requires that, when the treasurer or the chief fiscal officer of a local agency renders to the legislative body of the agency a quarterly report on the agency's investment portfolio, such report shall include the following information regarding all securities, investments, and moneys held by the local agency:

- type of investment;
- issuer (bank or institution);
- date of maturity;
- dollar amount invested; and
- current market valuation as of the date of the report.

In addition, the Government Code (§ 53646(b)(2)) requires that the report state the City's compliance with its investment policy and include a statement regarding the ability of the local agency to meet its pool's ability to meet its expenditure requirements Code (§ 53646(b)(3)).

### OVERVIEW OF CITY INVESTMENTS

The City's pooled investment portfolio balance as of September 30, 2017 is summarized below and compared to the balance as of September 30, 2016.

Table 1		
	<b>9/30/2017</b>	<b>9/30/2016</b>
<b>Book Value</b> <sup>1</sup>	\$ 63,277,638	\$ 59,156,053
<b>Market Value</b> <sup>2</sup>	\$ 63,347,559 <sup>3</sup>	\$ 59,139,295

(1) actual cost of investments

(2) amount at which the investments could be sold

(3) total includes withdrawals of \$7,500,000 plus investment gains since 6/30/2017

The California Treasurer's Local Agency Investment Fund ("LAIF") and The County of San Diego Pooled Money Fund comprise 52.93% of the City of National City's total investment portfolio (40.18% and 12.75%, respectively). These are liquid investment pools that allow participants to earn market rate returns, while retaining access to funds within 24 to 48 hours of a



withdrawal request with no penalty. The remainder of the City's portfolio is composed of investments that may be liquidated at any time. However, these investments likely do not provide the short liquidity (i.e., quick access to funds) of the pooled money funds, and liquidation/withdrawal of these investments is at the risk of loss and/or penalty to the City.

Summaries of the City's investment portfolio are illustrated below.

### INVESTMENT PORTFOLIO SUMMARY BY ISSUER/MANAGER

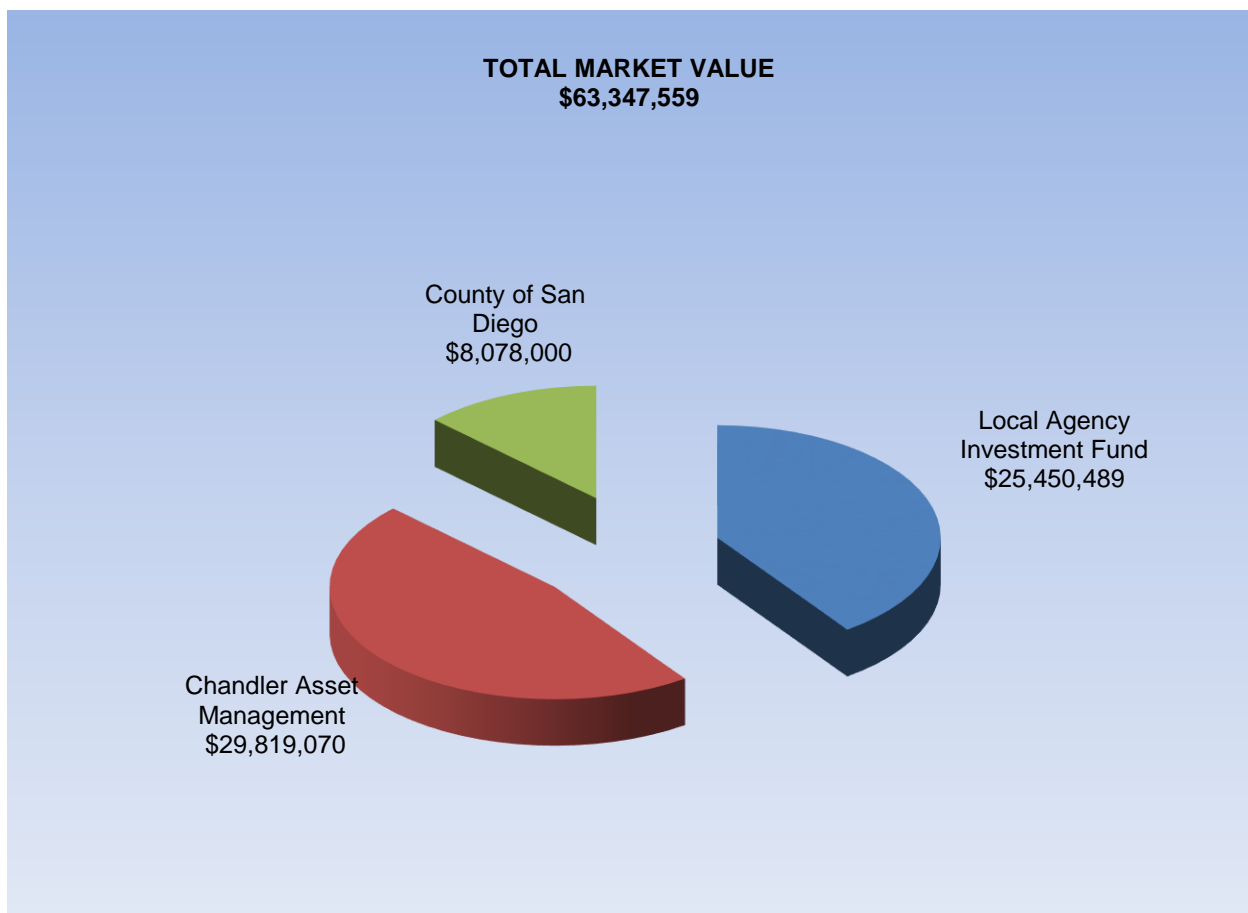
As of September 30, 2017

Table 2

Issuer/Manager	Book Value	Total Market Value <sup>1</sup>	Market YTM	% of Portfolio
Local Agency Investment Fund	25,396,333	\$ 25,450,489 <sup>2</sup>	1.11%	40.18%
Chandler Asset Management	29,738,759	\$ 29,819,070	1.52%	47.07%
County of San Diego	8,142,546	\$ 8,078,000	1.37%	12.75%
<b>Totals for September 30, 2017</b>	<b>63,277,638</b>	<b>63,347,559</b>		<b>100.00%</b>

1 includes accrued interest

2 calculated on 30/360 basis; includes LAIF participation factor of 0.999042071



**INVESTMENT PERFORMANCE BY ISSUER/MANAGER****For the Quarter Ended September 30, 2017**

Table 3

<b>Total Market Value<sup>1</sup></b>					
<b>Issuer/Manager</b>	<b>6/30/17</b>	<b>9/30/17</b>	<b>Change</b>	<b>Period Return</b>	<b>Yield (Net)<sup>3</sup></b>
Local Agency Investment Fund	\$ 32,861,570	\$ 25,450,489	\$ (7,411,081) <sup>2</sup>	0.27%	1.09%
Chandler Asset Management	29,736,154	29,819,070	\$ 82,916	0.30%	NA
County of San Diego	8,092,000	8,078,000	\$ (14,000)	0.22%	0.87%
<b>Totals for September 30, 2017</b>	<b>\$ 70,689,724</b>	<b>\$ 63,347,559</b>	<b>\$ (7,342,165)</b>	<b>0.79%</b>	<b>1.96%</b>

<sup>1</sup> includes accrued interest<sup>2</sup> Withdrawals 7/7/17 \$500,000, 7/21/17 \$1,500,000, 8/7/17 \$2,500,000, 8/10/17 \$500,000, 9/11/17 \$1,000,000, 9/15/17 \$1,500,000<sup>3</sup> Annualized**COMPLIANCE STATEMENT**

All of the City's investments are in compliance with the City's investment policy (City Council Policy No. 203) and the California Government Code (§ 53601 et seq).

**FINANCIAL STATEMENT**

Realized and unrealized gains for the period, reflected below, were \$129,797. These changes include changes in security market values, gain or loss from the sale of assets, accrued interest, and reinvested interest/earnings.

<b>Issuer/Manager</b>	<b>Gain/(Loss)</b>
Chandler Asset Management	33,618
County of San Diego	17,695
LAIF	78,484
<b>Totals for September 30, 2017</b>	<b>\$ 129,797</b>

The difference between the changes reflected in the previous two tables is attributable to the purchase and sale of securities for which the first of the tables accounts but the second table typically does not (unless an investment is sold before maturity).

**STAFF CERTIFICATION**

Staff certifies that there are sufficient funds to meet the pool's expenditure requirements.

**RECOMMENDATIONS**

Accept and file the Investment Report for the quarter ended September 30, 2017.

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

CITY OF NATIONAL CITY

FINANCE DIRECTOR  
1243 NATIONAL CITY BLVD  
NATIONAL CITY, CA 91950-4397

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)

November 07, 2017

PMIA Average Monthly Yields

Account Number:  
98-37-576

Tran Type Definitions

September 2017 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/11/2017	9/8/2017	RW	1547775	JAVIER CARCAMO	-1,000,000.00
9/15/2017	9/15/2017	RW	1548230	JAVIER CARCAMO	-1,500,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	27,896,332.80
Total Withdrawal:	-2,500,000.00	Ending Balance:	25,396,332.80

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

CITY OF NATIONAL CITY

FINANCE DIRECTOR  
1243 NATIONAL CITY BLVD  
NATIONAL CITY, CA 91950-4397

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)

September 18, 2017

PMIA Average Monthly Yields

Account Number:  
98-37-576

Tran Type Definitions

August 2017 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
8/7/2017	8/7/2017	RW	1545530	JAVIER CARCAMO	-2,500,000.00
8/10/2017	8/10/2017	RW	1545813	JAVIER CARCAMO	-500,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	30,896,332.80
Total Withdrawal:	-3,000,000.00	Ending Balance:	27,896,332.80



**Local Agency Investment Fund**  
**P.O. Box 942809**  
**Sacramento, CA 94209-0001**  
**(916) 653-3001**

CITY OF NATIONAL CITY

FINANCE DIRECTOR  
 1243 NATIONAL CITY BLVD  
 NATIONAL CITY, CA 91950-4397

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)

August 21, 2017

**PMIA Average Monthly Yields**

**Account Number:**  
 98-37-576

**Tran Type Definitions**

July 2017 Statement

<b>Effective Date</b>	<b>Transaction Date</b>	<b>Tran Type</b>	<b>Confirm Number</b>	<b>Authorized Caller</b>	<b>Amount</b>
7/7/2017	7/6/2017	RW	1540842	JAVIER CARCAMO	-500,000.00
7/14/2017	7/13/2017	QRD	1542437	SYSTEM	80,206.86
7/21/2017	7/21/2017	RW	1544327	JAVIER CARCAMO	-1,500,000.00

**Account Summary**

Total Deposit:	80,206.86	Beginning Balance:	32,816,125.94
Total Withdrawal:	-2,000,000.00	Ending Balance:	30,896,332.80



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND  
REMITTANCE ADVICE

Agency Name	NATIONAL CITY
Account Number	98-37-576

As of 10/13/2017, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2017.

Earnings Ratio		.00002942867511750
Interest Rate		1.07%
Dollar Day Total	\$	2,666,919,928.42
Quarter End Principal Balance	\$	25,396,332.80
Quarterly Interest Earned	\$	78,483.92



**State of California**  
**Pooled Money Investment Account**  
**Market Valuation**  
**9/30/2017**

		Carrying Cost Plus		Fair Value	Accrued Interest
Description		Accrued Interest Purch.	Amortized Cost		
1*	United States Treasury:				
	Bills	\$ 14,674,811,264.34	\$ 14,728,634,539.67	\$ 14,723,448,000.00	NA
	Notes	\$ 18,827,121,137.72	\$ 18,825,793,811.24	\$ 18,779,355,000.00	\$ 35,404,702.50
1*	Federal Agency:				
	SBA	\$ 882,001,016.40	\$ 882,001,016.40	\$ 872,264,699.96	\$ 1,109,845.38
	MBS-REMICs	\$ 36,639,144.19	\$ 36,639,144.19	\$ 38,144,662.40	\$ 171,758.71
	Debentures	\$ 1,328,997,141.66	\$ 1,328,621,620.83	\$ 1,324,530,000.00	\$ 2,307,558.75
	Debentures FR	\$ -	\$ -	\$ -	\$ -
	Debentures CL	\$ 250,000,000.00	\$ 250,000,000.00	\$ 249,152,500.00	\$ 732,860.50
	Discount Notes	\$ 9,694,389,458.06	\$ 9,721,523,694.20	\$ 9,720,621,000.00	NA
	GNMA	\$ -	\$ -	\$ -	\$ -
1*	Supranational Debentures	\$ 450,315,184.02	\$ 450,217,961.80	\$ 448,745,000.00	\$ 1,053,298.00
1*	Supranational Debentures FR	\$ 50,000,000.00	\$ 50,000,000.00	\$ 50,075,500.00	\$ 155,944.44
2*	CDs and YCDs FR	\$ 625,000,000.00	\$ 625,000,000.00	\$ 625,000,000.00	\$ 1,539,891.61
2*	Bank Notes	\$ 700,000,000.00	\$ 700,000,000.00	\$ 699,891,966.88	\$ 3,317,666.66
2*	CDs and YCDs	\$ 12,325,000,000.00	\$ 12,325,000,000.00	\$ 12,323,151,274.56	\$ 32,191,583.30
2*	Commercial Paper	\$ 6,177,895,486.11	\$ 6,189,905,611.10	\$ 6,189,559,750.03	NA
1*	Corporate:				
	Bonds FR	\$ -	\$ -	\$ -	\$ -
	Bonds	\$ -	\$ -	\$ -	\$ -
1*	Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1*	Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
	Time Deposits	\$ 5,636,740,000.00	\$ 5,636,740,000.00	\$ 5,636,740,000.00	NA
	AB 55 & GF Loans	\$ 695,865,000.00	\$ 695,865,000.00	\$ 695,865,000.00	NA
	<b>TOTAL</b>	<b>\$ 72,354,774,832.50</b>	<b>\$ 72,445,942,399.43</b>	<b>\$ 72,376,544,353.83</b>	<b>\$ 77,985,109.85</b>

Fair Value Including Accrued Interest

\$ 72,454,529,463.68

\* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (**0.999042071**).  
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,980,841.43 or \$20,000,000.00 x **0.999042071**.

# Monthly Account Statement

## City of National City

September 1, 2017 through September 30, 2017

### Chandler Team

For questions about your account,  
please call (800) 317-4747 or  
Email [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

Bank of New York Mellon  
Lauren Dehner  
(904)645-1918

***Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.***





## Portfolio Summary

As of 9/30/2017

### PORTFOLIO CHARACTERISTICS

Average Duration	1.70
Average Coupon	1.36 %
Average Purchase YTM	1.40 %
Average Market YTM	1.52 %
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	1.83 yrs
Average Life	1.73 yrs

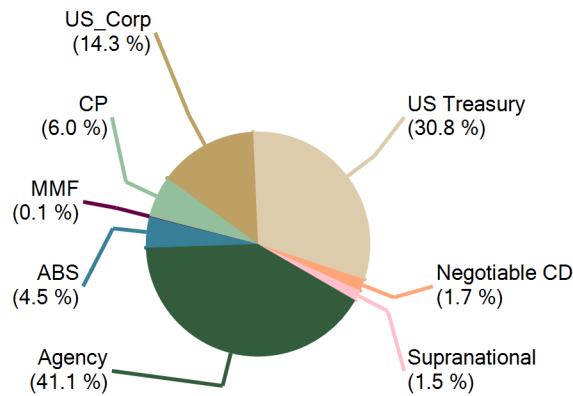
### ACCOUNT SUMMARY

	Beg. Values as of 8/31/17	End Values as of 9/30/17
<b>Market Value</b>	29,762,550	29,724,723
<b>Accrued Interest</b>	92,192	94,348
<b>Total Market Value</b>	<b>29,854,742</b>	<b>29,819,070</b>
<b>Income Earned</b>	34,013	33,618
<b>Cont/WD</b>		-2,155
<b>Par</b>	29,776,754	29,797,525
<b>Book Value</b>	29,712,160	29,738,759
<b>Cost Value</b>	29,712,160	29,738,759

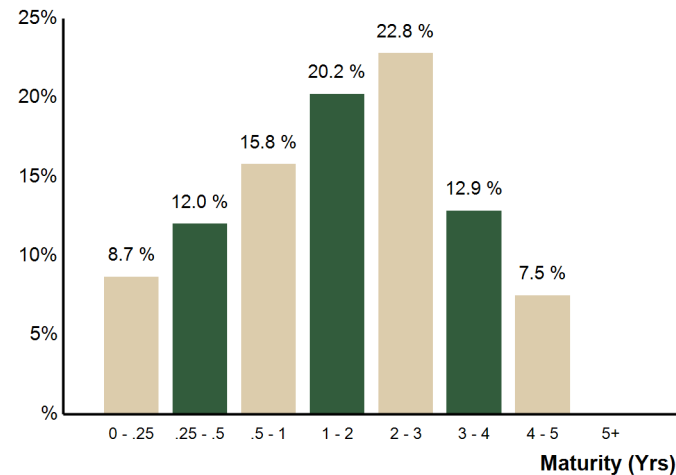
### TOP ISSUERS

Issuer	% Portfolio
Government of United States	30.8 %
Federal Home Loan Bank	13.5 %
Federal National Mortgage Assoc	12.4 %
Federal Home Loan Mortgage Corp	10.6 %
Federal Farm Credit Bank	4.7 %
General Electric Co	2.9 %
Toyota Motor Corp	2.0 %
Bank of Tokyo-Mit UFJ	2.0 %
	<b>78.8 %</b>

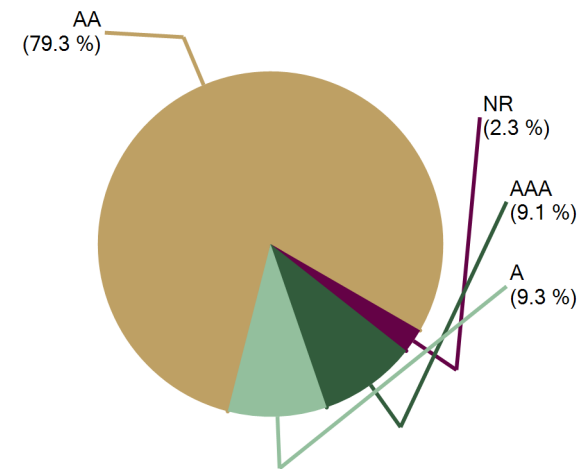
### SECTOR ALLOCATION



### MATURITY DISTRIBUTION



### CREDIT QUALITY (S&P)



### PERFORMANCE REVIEW

Total Rate of Return As of 9/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 2/29/2012	2/29/2012
					3 Yrs	5 Yrs	10 Yrs		
City of National City	-0.11 %	0.30 %	0.90 %	0.51 %	0.92 %	0.72 %	N/A	0.74 %	4.20 %
BAML 1-3 Yr US Treasury/Agency Index	-0.16 %	0.24 %	0.69 %	0.26 %	0.77 %	0.64 %	N/A	0.65 %	3.66 %
BAML 1-3 Yr US Corporate/Govt Rated AAA-A Index	-0.13 %	0.30 %	0.91 %	0.49 %	0.94 %	0.81 %	N/A	0.86 %	4.89 %

## City of National City

September 30, 2017

### COMPLIANCE WITH INVESTMENT POLICY

*Assets managed by Chandler Asset Management are in full compliance with State law and with the City's investment policy.*

Category	Standard	Comment
Municipal Securities	BBB rated equivalent by a NRSRO or 4th highest general classification by a NRSRO; 30% maximum	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Supranationals	"AA" rated or higher by a NRSRO; 30% maximum; U.S. dollar denominated; Issued by: IBRD, IFC, IADB	Complies
Banker's Acceptances	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 40% maximum; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by at least two NRSROs; and "A" rated long term debt by two NRSROs; 25% maximum; 270 days max maturity	Complies
FDIC insured Time Deposits/ Certificates of Deposit	Amount per institution limited to the max covered under FDIC; 30% maximum combined certificates of deposit including CDARS	Complies
Negotiable Certificates of Deposit	"A" rated or higher by at least two NRSROs; and/or have short term debt rated "A1" or higher by at least two NRSROs; 30% maximum	Complies
Corporate Medium Term Notes	"A" rated or better by at least two NRSROs; 30% maximum; Issued by corporations organized and operating within the U.S.	Complies
Money Market Mutual Funds	AAA rated or equivalent by at least two NRSROs; 20% maximum; SEC registered with assets under management in excess of \$500 million	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	"AA" rated or better by two NRSROs; "A" rated or higher for the issuer's debt by two NRSROs; 20% maximum	Complies
Local Agency Investment Fund - LAIF	maximum LAIF program; Currently not used by investment adviser	Complies
Prohibited Securities	Inverse floaters; Ranges notes; Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements; Foreign currency denominated sec	Complies
Callable Securities	20% maximum (does not include "make whole call" securities)	Complies
Maximum Issuer	5% max (except US Government, its agencies and enterprises)	Complies
Maximum maturity	5 years	Complies



## Reconciliation Summary

As of 9/30/2017

BOOK VALUE RECONCILIATION	
<b>Beginning Book Value</b>	<b>\$29,712,160.26</b>
<b><u>Acquisition</u></b>	
+ Security Purchases	\$608,536.67
+ Money Market Fund Purchases	\$558,718.55
+ Money Market Contributions	\$0.00
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
<b>Total Acquisitions</b>	<b>\$1,167,255.22</b>
<b><u>Dispositions</u></b>	
- Security Sales	\$0.00
- Money Market Fund Sales	\$610,792.92
- MMF Withdrawals	\$2,154.82
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$525,000.00
- Calls	\$0.00
- Principal Paydowns	\$0.00
<b>Total Dispositions</b>	<b>\$1,137,947.74</b>
<b><u>Amortization/Accretion</u></b>	
+/- Net Accretion	\$0.00
	\$0.00
<b><u>Gain/Loss on Dispositions</u></b>	
+/- Realized Gain/Loss	(\$2,709.00)
	(\$2,709.00)
<b>Ending Book Value</b>	<b>\$29,738,758.74</b>

CASH TRANSACTION SUMMARY	
<b>BEGINNING BALANCE</b>	<b>\$71,754.10</b>
<b><u>Acquisition</u></b>	
Contributions	\$0.00
Security Sale Proceeds	\$0.00
Accrued Interest Received	\$0.00
Interest Received	\$33,170.29
Dividend Received	\$548.26
Principal on Maturities	\$525,000.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$0.00
<b>Total Acquisitions</b>	<b>\$558,718.55</b>
<b><u>Disposition</u></b>	
Withdrawals	\$2,154.82
Security Purchase	\$608,536.67
Accrued Interest Paid	\$2,256.25
<b>Total Dispositions</b>	<b>\$612,947.74</b>
<b>Ending Book Value</b>	<b>\$17,524.91</b>



## Income Earned

8/31/17 Thru 9/30/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
<b>Fixed Income</b>						
02665WAZ4	American Honda Finance Note 2.45% Due 09/24/2020	07/11/2017 07/14/2017 400,000.00	405,848.00 0.00 0.00 405,848.00	4,273.89 4,900.00 190.56 816.67	0.00 0.00 0.00 816.67	0.00 0.00 0.00 816.67
037833AQ3	Apple Inc Note 2.1% Due 05/06/2019	05/04/2016 05/09/2016 270,000.00	276,928.20 0.00 0.00 276,928.20	1,811.25 0.00 2,283.75 472.50	0.00 0.00 0.00 472.50	0.00 0.00 0.00 472.50
084670BL1	Berkshire Hathaway Note 2.1% Due 08/14/2019	01/26/2017 01/31/2017 285,000.00	287,815.80 0.00 0.00 287,815.80	282.63 0.00 781.38 498.75	0.00 0.00 0.00 498.75	0.00 0.00 0.00 498.75
166764AA8	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/05/2017	05/19/2014 05/22/2014 260,000.00	259,703.60 0.00 0.00 259,703.60	685.71 0.00 924.91 239.20	0.00 0.00 0.00 239.20	0.00 0.00 0.00 239.20
22160KAJ4	Costco Wholesale Corp Note 2.15% Due 05/18/2021	07/25/2017 07/28/2017 400,000.00	401,208.00 0.00 0.00 401,208.00	2,460.56 0.00 3,177.22 716.66	0.00 0.00 0.00 716.66	0.00 0.00 0.00 716.66
3130A4GJ5	FHLB Note 1.125% Due 04/25/2018	Various Various 450,000.00	451,689.00 0.00 0.00 451,689.00	1,771.88 0.00 2,193.75 421.87	0.00 0.00 0.00 421.87	0.00 0.00 0.00 421.87
3130A7CV5	FHLB Note 1.375% Due 02/18/2021	10/13/2016 10/14/2016 490,000.00	490,960.40 0.00 0.00 490,960.40	243.30 0.00 804.76 561.46	0.00 0.00 0.00 561.46	0.00 0.00 0.00 561.46
3130A8PK3	FHLB Note 0.625% Due 08/07/2018	08/30/2016 08/31/2016 455,000.00	452,684.05 0.00 0.00 452,684.05	189.58 0.00 426.56 236.98	0.00 0.00 0.00 236.98	0.00 0.00 0.00 236.98
3130AABG2	FHLB Note 1.875% Due 11/29/2021	03/08/2017 03/09/2017 565,000.00	559,044.90 0.00 0.00 559,044.90	2,707.29 0.00 3,590.10 882.81	0.00 0.00 0.00 882.81	0.00 0.00 0.00 882.81
3133782M2	FHLB Note 1.5% Due 03/08/2019	05/28/2015 05/29/2015 440,000.00	443,207.60 0.00 0.00 443,207.60	3,171.67 3,300.00 421.67 550.00	0.00 0.00 0.00 550.00	0.00 0.00 0.00 550.00





## Income Earned

8/31/17 Thru 9/30/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
313378A43	FHLB Note 1.375% Due 03/09/2018	09/17/2013 09/18/2013 470,000.00	464,472.80 0.00 0.00 464,472.80	3,087.64 3,231.25 394.93 538.54	0.00 0.00 0.00 538.54	0.00 538.54
313379Q69	FHLB Note 2.125% Due 06/10/2022	06/20/2017 06/21/2017 600,000.00	607,110.00 0.00 0.00 607,110.00	2,868.75 0.00 3,931.25 1,062.50	0.00 0.00 0.00 1,062.50	0.00 1,062.50
313380FB8	FHLB Note 1.375% Due 09/13/2019	Various Various 540,000.00	536,816.60 0.00 0.00 536,816.60	3,465.00 3,712.50 371.25 618.75	0.00 0.00 0.00 618.75	0.00 618.75
3133EEJ50	FFCB Note 1.03% Due 05/11/2018	05/05/2015 05/11/2015 450,000.00	449,145.00 0.00 0.00 449,145.00	1,416.25 0.00 1,802.50 386.25	0.00 0.00 0.00 386.25	0.00 386.25
3133EFSJ7	FFCB Note 1.3% Due 12/14/2018	12/10/2015 12/14/2015 550,000.00	549,279.50 0.00 0.00 549,279.50	1,529.31 0.00 2,125.14 595.83	0.00 0.00 0.00 595.83	0.00 595.83
3133EFW52	FFCB Note 1.15% Due 07/01/2019	04/08/2016 04/11/2016 400,000.00	401,956.00 0.00 0.00 401,956.00	766.67 0.00 1,150.00 383.33	0.00 0.00 0.00 383.33	0.00 383.33
3135G0D75	FNMA Note 1.5% Due 06/22/2020	12/17/2015 12/21/2015 575,000.00	568,778.50 0.00 0.00 568,778.50	1,653.13 0.00 2,371.88 718.75	0.00 0.00 0.00 718.75	0.00 718.75
3135G0E33	FNMA Note 1.125% Due 07/20/2018	Various Various 450,000.00	449,689.56 0.00 0.00 449,689.56	576.56 0.00 998.44 421.88	0.00 0.00 0.00 421.88	0.00 421.88
3135G0E58	FNMA Note 1.125% Due 10/19/2018	09/14/2016 09/15/2016 395,000.00	397,010.55 0.00 0.00 397,010.55	1,629.38 0.00 1,999.69 370.31	0.00 0.00 0.00 370.31	0.00 370.31
3135G0N82	FNMA Note 1.25% Due 08/17/2021	01/26/2017 01/31/2017 440,000.00	425,444.80 0.00 0.00 425,444.80	213.89 0.00 672.22 458.33	0.00 0.00 0.00 458.33	0.00 458.33
3135G0RT2	FNMA Note 0.875% Due 12/20/2017	07/31/2015 07/31/2015 350,000.00	350,044.80 0.00 0.00 350,044.80	603.99 0.00 859.20 255.21	0.00 0.00 0.00 255.21	0.00 255.21



## Income Earned

8/31/17 Thru 9/30/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
3135G0TG8	FNMA Note 0.875% Due 02/08/2018	12/11/2013 12/12/2013 590,000.00	579,757.60 0.00 0.00 579,757.60	329.83 0.00 760.03 430.20	0.00 0.00 0.00 430.20	0.00 0.00 0.00 430.20
3135G0WJ8	FNMA Note 0.875% Due 05/21/2018	05/05/2015 05/06/2015 450,000.00	447,472.80 0.00 0.00 447,472.80	1,093.75 0.00 1,421.88 328.13	0.00 0.00 0.00 328.13	0.00 0.00 0.00 328.13
3135G0YT4	FNMA Note 1.625% Due 11/27/2018	08/31/2015 08/31/2015 440,000.00	446,141.96 0.00 0.00 446,141.96	1,866.94 0.00 2,462.78 595.84	0.00 0.00 0.00 595.84	0.00 0.00 0.00 595.84
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	09/28/2017 09/29/2017 450,000.00	0.00 458,550.00 0.00 458,550.00	0.00 (2,256.25) 2,315.63 59.38	0.00 0.00 0.00 59.38	0.00 0.00 0.00 59.38
3137EADK2	FHLMC Note 1.25% Due 08/01/2019	05/05/2015 05/06/2015 450,000.00	446,149.35 0.00 0.00 446,149.35	468.75 0.00 937.50 468.75	0.00 0.00 0.00 468.75	0.00 0.00 0.00 468.75
3137EADL0	FHLMC Note Due 09/29/2017	09/23/2015 09/24/2015 0.00	527,709.00 0.00 527,709.00 0.00	2,216.67 2,625.00 0.00 408.33	0.00 0.00 0.00 408.33	0.00 0.00 0.00 408.33
3137EADM8	FHLMC Note 1.25% Due 10/02/2019	05/05/2015 05/06/2015 450,000.00	444,822.75 0.00 0.00 444,822.75	2,328.13 0.00 2,796.88 468.75	0.00 0.00 0.00 468.75	0.00 0.00 0.00 468.75
3137EADN6	FHLMC Note 0.75% Due 01/12/2018	07/28/2014 07/29/2014 490,000.00	480,954.59 0.00 0.00 480,954.59	500.21 0.00 806.46 306.25	0.00 0.00 0.00 306.25	0.00 0.00 0.00 306.25
3137EADP1	FHLMC Note 0.875% Due 03/07/2018	02/26/2015 02/27/2015 400,000.00	397,552.00 0.00 0.00 397,552.00	1,691.67 1,750.00 233.33 291.66	0.00 0.00 0.00 291.66	0.00 0.00 0.00 291.66
3137EADR7	FHLMC Note 1.375% Due 05/01/2020	08/24/2016 08/25/2016 455,000.00	460,332.60 0.00 0.00 460,332.60	2,085.42 0.00 2,606.77 521.35	0.00 0.00 0.00 521.35	0.00 0.00 0.00 521.35
3137EAEF2	FHLMC Note 1.375% Due 04/20/2020	04/27/2017 04/28/2017 460,000.00	457,741.40 0.00 0.00 457,741.40	2,301.60 0.00 2,828.68 527.08	0.00 0.00 0.00 527.08	0.00 0.00 0.00 527.08



## Income Earned

8/31/17 Thru 9/30/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
36962G6K5	General Electric Capital Corp Note 1.6% Due 11/20/2017	11/24/2014 11/28/2014 270,000.00	272,208.60 0.00 0.00 272,208.60	1,212.00 0.00 1,572.00 360.00	0.00 0.00 0.00 360.00	0.00 0.00 360.00
43814PAB6	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 01/21/2020	09/25/2017 09/29/2017 150,000.00	0.00 149,986.67 0.00 149,986.67	0.00 0.00 13.08 13.08	0.00 0.00 0.00 13.08	0.00 13.08
459058ER0	Intl. Bank Recon & Development Note 1% Due 10/05/2018	03/30/2016 03/31/2016 450,000.00	449,667.00 0.00 0.00 449,667.00	1,825.00 0.00 2,200.00 375.00	0.00 0.00 0.00 375.00	0.00 375.00
46625HKA7	JP Morgan Chase Callable Note Cont 12/23/2019 2.25% Due 01/23/2020	08/23/2017 08/28/2017 400,000.00	403,336.00 0.00 0.00 403,336.00	950.00 0.00 1,700.00 750.00	0.00 0.00 0.00 750.00	0.00 750.00
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 04/15/2020	07/11/2017 07/18/2017 170,000.00	169,985.23 0.00 0.00 169,985.23	322.86 427.98 120.13 225.25	0.00 0.00 0.00 225.25	0.00 225.25
594918BF0	Microsoft Note 1.3% Due 11/03/2018	10/29/2015 11/03/2015 130,000.00	129,870.00 0.00 0.00 129,870.00	553.94 0.00 694.78 140.84	0.00 0.00 0.00 140.84	0.00 140.84
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/03/2020	07/11/2017 07/14/2017 270,000.00	270,999.00 0.00 0.00 270,999.00	1,770.00 0.00 2,220.00 450.00	0.00 0.00 0.00 450.00	0.00 450.00
65478GAB6	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 05/15/2020	08/16/2017 08/23/2017 510,000.00	509,979.96 0.00 0.00 509,979.96	176.80 486.20 353.60 663.00	0.00 0.00 0.00 663.00	0.00 663.00
747525AG8	Qualcomm Inc Note 1.4% Due 05/18/2018	06/16/2015 06/19/2015 220,000.00	219,205.80 0.00 0.00 219,205.80	864.11 0.00 1,120.78 256.67	0.00 0.00 0.00 256.67	0.00 256.67
808513AK1	Charles Schwab Corp Callable Note Cont 2/10/2018 1.5% Due 03/10/2018	04/07/2015 04/10/2015 250,000.00	251,547.50 0.00 0.00 251,547.50	1,781.25 1,875.00 218.75 312.50	0.00 0.00 0.00 312.50	0.00 312.50
857477AV5	State Street Bank Note 1.95% Due 05/19/2021	07/12/2017 07/17/2017 400,000.00	396,056.00 0.00 0.00 396,056.00	2,210.00 0.00 2,860.00 650.00	0.00 0.00 0.00 650.00	0.00 650.00



## Income Earned

8/31/17 Thru 9/30/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
89237RAB4	Toyota Auto Receivable 2017-C A2A 1.58% Due 07/15/2020	07/25/2017 08/02/2017 500,000.00	499,995.25 0.00 0.00 499,995.25	636.39 943.61 351.11 658.33	0.00 0.00 0.00 658.33	0.00 658.33
91159HHL7	US Bancorp Callable Note 1X 12/29/2020 2.35% Due 01/29/2021	07/19/2017 07/24/2017 400,000.00	404,036.00 0.00 0.00 404,036.00	835.56 0.00 1,618.89 783.33	0.00 0.00 0.00 783.33	0.00 783.33
912828G53	US Treasury Note 1.875% Due 11/30/2021	08/28/2017 08/29/2017 600,000.00	604,994.20 0.00 0.00 604,994.20	2,858.61 0.00 3,780.74 922.13	0.00 0.00 0.00 922.13	0.00 922.13
912828J50	US Treasury Note 1.375% Due 02/29/2020	07/25/2017 07/26/2017 600,000.00	598,408.26 0.00 0.00 598,408.26	22.79 0.00 706.49 683.70	0.00 0.00 0.00 683.70	0.00 683.70
912828L32	US Treasury Note 1.375% Due 08/31/2020	Various Various 600,000.00	600,184.82 0.00 0.00 600,184.82	22.79 0.00 706.50 683.71	0.00 0.00 0.00 683.71	0.00 683.71
912828L40	US Treasury Note 1% Due 09/15/2018	10/29/2015 11/02/2015 450,000.00	449,667.52 0.00 0.00 449,667.52	2,078.80 2,250.00 198.90 370.10	0.00 0.00 0.00 370.10	0.00 370.10
912828M98	US Treasury Note 1.625% Due 11/30/2020	11/29/2016 11/30/2016 570,000.00	568,331.99 0.00 0.00 568,331.99	2,353.59 0.00 3,112.81 759.22	0.00 0.00 0.00 759.22	0.00 759.22
912828Q37	US Treasury Note 1.25% Due 03/31/2021	04/27/2017 04/28/2017 375,000.00	369,024.69 0.00 0.00 369,024.69	1,972.34 2,343.75 12.88 384.29	0.00 0.00 0.00 384.29	0.00 384.29
912828Q78	US Treasury Note 1.375% Due 04/30/2021	05/25/2017 05/31/2017 500,000.00	494,650.11 0.00 0.00 494,650.11	2,329.23 0.00 2,892.76 563.53	0.00 0.00 0.00 563.53	0.00 563.53
912828S43	US Treasury Note 0.75% Due 07/15/2019	08/01/2016 08/02/2016 435,000.00	434,780.56 0.00 0.00 434,780.56	425.54 0.00 691.51 265.97	0.00 0.00 0.00 265.97	0.00 265.97
912828SD3	US Treasury Note 1.25% Due 01/31/2019	04/29/2015 04/30/2015 400,000.00	401,095.09 0.00 0.00 401,095.09	434.78 0.00 842.39 407.61	0.00 0.00 0.00 407.61	0.00 407.61





## Income Earned

8/31/17 Thru 9/30/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
912828ST8	US Treasury Note 1.25% Due 04/30/2019	Various Various 450,000.00	449,676.31 0.00 0.00 449,676.31	1,895.38 0.00 2,353.94 458.56	0.00 0.00 0.00 458.56	0.00 0.00 458.56
912828TH3	US Treasury Note 0.875% Due 07/31/2019	03/30/2016 03/31/2016 400,000.00	398,204.46 0.00 0.00 398,204.46	304.35 0.00 589.67 285.32	0.00 0.00 0.00 285.32	0.00 0.00 285.32
912828TW0	US Treasury Note 0.75% Due 10/31/2017	02/16/2016 02/17/2016 500,000.00	500,138.39 0.00 0.00 500,138.39	1,263.59 0.00 1,569.29 305.70	0.00 0.00 0.00 305.70	0.00 0.00 305.70
912828UB4	US Treasury Note 1% Due 11/30/2019	10/29/2015 11/02/2015 450,000.00	443,181.20 0.00 0.00 443,181.20	1,143.44 0.00 1,512.30 368.86	0.00 0.00 0.00 368.86	0.00 0.00 368.86
912828UL2	US Treasury Note 1.375% Due 01/31/2020	12/08/2016 12/09/2016 490,000.00	489,312.58 0.00 0.00 489,312.58	585.87 0.00 1,135.12 549.25	0.00 0.00 0.00 549.25	0.00 0.00 549.25
912828UU2	US Treasury Note 0.75% Due 03/31/2018	09/03/2014 09/04/2014 520,000.00	510,637.68 0.00 0.00 510,637.68	1,640.98 1,950.00 10.71 319.73	0.00 0.00 0.00 319.73	0.00 0.00 319.73
912828UV0	US Treasury Note 1.125% Due 03/31/2020	Various Various 600,000.00	596,517.64 0.00 0.00 596,517.64	2,840.16 3,375.00 18.54 553.38	0.00 0.00 0.00 553.38	0.00 0.00 553.38
912828UZ1	US Treasury Note 0.625% Due 04/30/2018	Various Various 415,000.00	411,180.30 0.00 0.00 411,180.30	873.98 0.00 1,085.43 211.45	0.00 0.00 0.00 211.45	0.00 0.00 211.45
912828VK3	US Treasury Note 1.375% Due 06/30/2018	02/26/2015 02/27/2015 400,000.00	402,954.47 0.00 0.00 402,954.47	941.58 0.00 1,389.95 448.37	0.00 0.00 0.00 448.37	0.00 0.00 448.37
912828XK1	US Treasury Note 0.875% Due 07/15/2018	07/31/2015 07/31/2015 450,000.00	448,560.10 0.00 0.00 448,560.10	513.59 0.00 834.58 320.99	0.00 0.00 0.00 320.99	0.00 0.00 320.99
94974BFG0	Wells Fargo Corp Note 1.5% Due 01/16/2018	11/24/2014 11/28/2014 270,000.00	269,365.50 0.00 0.00 269,365.50	506.25 0.00 843.75 337.50	0.00 0.00 0.00 337.50	0.00 0.00 337.50



## Income Earned

8/31/17 Thru 9/30/17

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Unreal G/L Total Income
			27,335,223.92	88,436.85	0.00	
			608,536.67	30,914.04	0.00	
			527,709.00	87,972.48	0.00	0.00
<b>TOTAL Fixed Income</b>		<b>27,465,000.00</b>	<b>27,416,051.59</b>	<b>30,449.67</b>	<b>30,449.67</b>	<b>30,449.67</b>

### Cash & Equivalent

06417GXH6	Bank of Nova Scotia Yankee CD 1.57% Due 08/09/2018	08/08/2017 08/09/2017 520,000.00	520,000.00 0.00 0.00 520,000.00	521.59 0.00 1,201.92 680.33	0.00 0.00 0.00 680.33	0.00 0.00 0.00 680.33
06538BY80	Bank of Tokyo Mitsubishi NY Discount CP 1.33% Due 11/08/2017	07/07/2017 07/07/2017 595,000.00	592,274.24 0.00 0.00 592,274.24	1,230.99 0.00 1,890.45 659.46	0.00 0.00 0.00 659.46	0.00 0.00 0.00 659.46
36164KAG6	GE Capital Treasury LLC Discount CP 1.3% Due 01/16/2018	07/20/2017 07/20/2017 600,000.00	596,100.00 0.00 0.00 596,100.00	931.67 0.00 1,581.67 650.00	0.00 0.00 0.00 650.00	0.00 0.00 0.00 650.00
60934N807	Federated Investors Govt Oblig Fund Inst.	Various Various 17,524.91	71,754.10 (52,074.37) 2,154.82 17,524.91	0.00 548.26 0.00 548.26	0.00 0.00 0.00 548.26	0.00 0.00 0.00 548.26
89233GZB5	Toyota Motor Credit Discount CP 1.26% Due 12/11/2017	07/12/2017 07/12/2017 600,000.00	596,808.00 0.00 0.00 596,808.00	1,071.00 0.00 1,701.00 630.00	0.00 0.00 0.00 630.00	0.00 0.00 0.00 630.00
			2,376,936.34 (52,074.37) 2,154.82	3,755.25 548.26 6,375.04	0.00 0.00 0.00	0.00 0.00 0.00
<b>TOTAL Cash &amp; Equivalent</b>		<b>2,332,524.91</b>	<b>2,322,707.15</b>	<b>3,168.05</b>	<b>3,168.05</b>	<b>3,168.05</b>

			29,712,160.26	92,192.10	0.00	
			556,462.30	31,462.30	0.00	
			529,863.82	94,347.52	0.00	0.00
<b>TOTAL PORTFOLIO</b>		<b>29,797,524.91</b>	<b>29,738,758.74</b>	<b>33,617.72</b>	<b>33,617.72</b>	<b>33,617.72</b>



# COUNTY OF SAN DIEGO INVESTMENT POOL TREASURY INVESTMENT RESULTS

**SEPT  
2017**

County of San Diego Treasurer-Tax Collector | 1600 Pacific Hwy, San Diego, CA 92101 | [www.sdttc.com](http://www.sdttc.com)

# PARTICIPANT CASH BALANCES

## San Diego Pooled Money Fund

As of September 30, 2017

(\$000)

PARTICIPANT	FMV 07/31/17	FMV 08/31/17	FMV 09/30/17	% of Total
<b>COUNTY</b>	\$ 737,847	\$ 746,538	\$ 772,963	10.14%
<b>COUNTY - SPECIAL TRUST FUNDS</b>	2,120,858	2,050,987	2,089,388	27.40%
<b>NON-COUNTY INVESTMENT FUNDS</b>	175,223	161,182	171,114	2.24%
<b>SCHOOLS - (K THRU 12)</b>	3,609,906	3,236,661	3,021,728	39.62%
 <b>COMMUNITY COLLEGES</b>				
San Diego	323,898	253,097	249,186	3.27%
Grossmont	103,757	79,830	80,261	1.04%
Mira Costa	42,112	34,845	121,225	1.59%
Palomar	393,115	361,391	343,565	4.50%
Southwestern	161,863	136,537	128,051	1.68%
<b>Total Community Colleges</b>	<b>1,024,745</b>	<b>865,700</b>	<b>922,288</b>	<b>12.08%</b>
 <b>SDCERA</b>	5,466	598	596	
<b>SANCAL</b>	8,036	8,046	8,012	
<b>SANDAG</b>	32,969	34,024	34,695	
 <b>CITIES</b>				
Chula Vista	149,368	131,633	131,080	
Coronado	0	0	19,841	
Del Mar	3,083	2,590	2,579	
Encinitas	2	2	2	
National City	8,101	8,112	8,078	
 <b>INDEPENDENT AGENCIES</b>				
Alpine FPD	1,226	983	708	
Bonita Sunnyside FPD	5,081	5,130	4,677	
Borrego Springs FPD	1,251	1,269	1,171	
Canbrake County Water District	51	51	51	
Deer Springs FPD	9,578	9,445	9,599	
Fallbrook Public UTL	15	15	15	
Grossmont Healthcare District	1,015	1,017	1,012	
Public Agency Self Insurance System	3,386	3,391	3,376	
Julian-Cuyamaca FPD	62	65	66	
Lake Cuyamaca Rec & Park	162	157	158	
Lakeside Fire	5,919	5,211	5,028	
Leucadia Water District	9,555	9,568	9,528	

PARTICIPANT	FMV 07/31/17	FMV 08/31/17	FMV 09/30/17	% of Total
Lower Sweetwater FPD	567	470	466	
Metropolitan Transit System	6,596	6,299	8,183	
Mission Resource Conservation District	317	318	317	
North County Cemetery District	1,401	1,406	1,428	
North County Cemetery Perpetual	1,544	1,556	1,564	
North County Cemetery	997	1,051	985	
North County Dispatch	3,231	3,918	3,590	
North County Fire	2,301	1,561	1,580	
Otay Water District Investment	4,107	4,113	4,096	
Pine Valley FPD	501	331	331	
Pomerado Cemetery District	1,792	1,777	1,707	
Ramona Cemetery District	545	518	493	
Ramona Cemetery Perpetual	383	383	382	
Rancho Santa Fe FPD	13,257	12,313	11,428	
Rincon del Diablo Municipal Water District	3,045	3,049	3,036	
San Diego Housing Commission	17,201	17,225	20,625	
San Diego Geographic Information Source	413	621	561	
San Diego Law Library	3,030	3,049	3,090	
San Diego Local Agency Formation Comrr	1,440	1,896	1,670	
San Diego Regional Training Center	431	305	230	
San Dieguito River	1,589	1,530	1,448	
San Marcos FPD	1	1	1	
San Miguel FPD	8,036	8,684	8,536	
Santa Fe Irrigation District	4,209	4,215	4,197	
Serra Cooperative Library System	217	230	229	
SDC Regional Airport Authority	153,754	295,054	298,949	
Upper San Luis Rey Reservoir	42	42	42	
Vallecitos Water District	5,169	5,177	5,155	
Valley Center FPD	3,399	3,060	2,825	
Valley Cntr Cemetery	88	88	88	
Valley Ctr Cem Perpetual	257	257	256	
Valley Ctr Water District	17,195	19,016	18,851	
Vista FPD	2,381	2,384	2,374	
<b>Total Independent Agencies</b>	<b>503,760</b>	<b>623,203</b>	<b>648,985</b>	<b>8.52%</b>
 <b>Pooled Money Fund Total</b>	<b>\$ 8,172,339</b>	<b>\$ 7,684,271</b>	<b>\$ 7,626,466</b>	<b>100.00%</b>



Please see the balances below for National City:

National City		Pool YTM: 1.365			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended September 30, 2017		Current Month	Prior Month	Prior Quarter	Prior Year
		9/30/2017	8/31/2017	6/30/2017	9/30/2016
COSD Pool Market Price		99.206%	99.620%	99.572%	99.889%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	8,142,546	8,077,908	8,111,605	8,092,254	5,084,411
Total for National City	8,142,546	8,077,908	8,111,605	8,092,254	5,084,411

Let me know if you need anything else. Thank you.



**Steven Wong**  
 Associate Accountant  
 San Diego County Treasurer-Tax Collector's Office  
 Phone: 619.685.2640 | Fax: 619.446.8222 | [www.sdttc.com](http://www.sdttc.com)



[Click here](#) to receive Property Tax Bill Reminders

Please see the balances below for National City:

National City		Pool YTM: 1.34			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended August 31, 2017		Current Month	Prior Month	Prior Quarter	Prior Year
		8/31/2017	7/31/2017	5/31/2017	8/31/2016
COSD Pool Market Price		99.620%	99.145%	99.520%	99.880%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	8,142,546	8,111,605	8,071,900	5,102,462	5,083,942
Total for National City	8,142,546	8,111,605	8,071,900	5,102,462	5,083,942

Let me know if you need anything else. Thank you.



**Steven Wong**  
 Associate Accountant  
 San Diego County Treasurer-Tax Collector's Office  
 Phone: 619.685.2640 | Fax: 619.446.8222 | [www.sdttc.com](http://www.sdttc.com)



[Click here to receive Property Tax Bill Reminders](#)

Please see the balances below for National City:

National City		Pool YTM: 1.318			
Conversion of Oracle Cash Balance to COSD Pool Market Price					
Month Ended July 31, 2017		Current Month	Prior Month	Prior Quarter	Prior Year
		7/31/2017	6/30/2017	4/30/2017	7/31/2016
COSD Pool Market Price		99.145%	99.570%	99.227%	99.996%
Fund Description	Oracle Cash Balance	Market Value	Market Value	Market Value	Market Value
44077 NATIONAL CITY INVESTMENT FUND	8,141,472	8,071,900	8,092,126	5,085,547	5,089,862
Total for National City	8,141,472	8,071,900	8,092,126	5,085,547	5,089,862

Let me know if you need anything else. Thank you.



**Steven Wong**

Associate Accountant

San Diego County Treasurer-Tax Collector's Office

Phone: 619.685.2640 | Fax: 619.446.8222 | [www.sdttc.com](http://www.sdttc.com)



[Click here](#) to receive Property Tax Bill Reminders

The following page(s) contain the backup material for Agenda Item: Warrant Register #19 for the period of 11/01/17 through 11/07/17 in the amount of \$2,772,515.75.  
(Finance)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #19 for the period of 11/01/17 through 11/07/17 in the amount of \$2,772,515.75.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 11/01/17 through 11/07/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
SDG&E	331589	72,850.86	Facilities Division Gas & Electric Utilities
EsGil Corporation	331622	111,490.48	Plan Checks / Building
Harris and Assoc	331623	58,341.01	Paradise Valley Creek W.
Public Emp Retirement 11012017		231,555.46	Service Period 10/10/17 – 10/23/17

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$2,772,515.75.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,772,515.75

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register #19



**WARRANT REGISTER #19**  
**11/7/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331506	11/7/17	160.00
ALDEMCO	FOOD / NUTRITION CENTER	331507	11/7/17	1,496.66
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	331508	11/7/17	788.26
ANDERSON, E	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331509	11/7/17	110.00
ASSI SECURITY INC	CITY WIDE DOOR SECURITY SERVICES	331510	11/7/17	915.00
BEARD, P	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331511	11/7/17	70.00
BECK, L	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331512	11/7/17	140.00
BISHOP, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331513	11/7/17	110.00
BOEGLER, C	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331514	11/7/17	260.00
BROADWAY AUTO ELECTRIC	MOP 72447 AUTO SUPPLIES / PW	331515	11/7/17	857.25
BULL, P	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331516	11/7/17	580.00
CALIFORNIA COMMERCIAL SECURITY	ELECTRONIC DOOR LOCK INSTALLATION SERVICES	331517	11/7/17	3,919.72
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES /PW	331518	11/7/17	176.17
CARRILLO, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331519	11/7/17	290.00
CLF WAREHOUSE INC	MOP 72447 AUTO SUPPLIES / PW	331520	11/7/17	146.94
COLE, L	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331521	11/7/17	165.00
COLLINSON, C	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331522	11/7/17	420.00
CONDON, D	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331523	11/7/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331524	11/7/17	140.00
CULLIGAN	WATER SOFTENER / NUTRITION	331525	11/7/17	13.00
DANESHFAR, Z	RETIREE HEALTH BENEFIT / NOV 2017	331526	11/7/17	250.00
DANIELS TIRE SERVICE	MOP 76986 AUTO SUPPLIES / PW	331527	11/7/17	826.41
DATA TICKET INC	DATA TICKET PARKING ENFORCEMENT / NSD	331528	11/7/17	2,344.07
DESROCHERS, P	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331529	11/7/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331530	11/7/17	70.00
DIAZ, M	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331531	11/7/17	680.00
DILLARD, S	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331532	11/7/17	480.00
DREDGE, J	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331533	11/7/17	250.00
EISER III, G	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331534	11/7/17	250.00
FABINSKI, D	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331535	11/7/17	220.00
FEDEX	FEDEX SHIPPING TESTING MATERIALS/HR	331536	11/7/17	18.73
FIFIELD, K	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331537	11/7/17	540.00
FRANK SUBARU	REIMB / T&A#90138 2829 N.C.B.	331538	11/7/17	59.71
GELSKEY, K	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331539	11/7/17	115.00
GIBBS JR, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331540	11/7/17	120.00
GISH, J	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331541	11/7/17	290.00
GLOBAL POWER GROUP INC	GENERATOR REPAIR / PW	331542	11/7/17	4,876.75
GONZALES, M	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331543	11/7/17	480.00
GONZALEZ, JAIME	REIMB / T&A#90258 1205 ROSELAWN ST.	331544	11/7/17	523.75
GRAINGER	MOP 65179 AUTO SUPPLIES / PW	331545	11/7/17	57.03
HAMMER CONSTRUCTION COMPANY	REIMB / T&A#90217 221 W. 33RD ST.	331546	11/7/17	5,329.24
HANSON, E	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331547	11/7/17	135.00
HARLAN, M	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331548	11/7/17	500.00
HAUG, S	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331549	11/7/17	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331550	11/7/17	400.00
HODGES, B	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331551	11/7/17	200.00
HONDO, E	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331552	11/7/17	110.00
IBARRA, J	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331553	11/7/17	780.00
JAMES, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331554	11/7/17	140.00
JUNIEL, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331555	11/7/17	50.00



**WARRANT REGISTER #19**  
**11/7/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KIMBLE, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331556	11/7/17	300.00
LANDA, A	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331557	11/7/17	155.00
LEFORTS SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES / PW	331558	11/7/17	317.83
LIMFUECO, M	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331559	11/7/17	160.00
MATIENZO, M	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331560	11/7/17	100.00
MC CABE, T	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331561	11/7/17	280.00
MEDINA, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331562	11/7/17	105.00
MINER, D	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331563	11/7/17	580.00
MYERS, B	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331564	11/7/17	140.00
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2018	331565	11/7/17	475.00
NATIONAL CITY ELECTRIC	CITY WIDE ELECTRICAL MAINTENANCE / PW	331566	11/7/17	375.00
NOTEWARE, D	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331567	11/7/17	120.00
OLIVARES, G	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331568	11/7/17	280.00
O'REILLY AUTO PARTS	MOP 75897 AUTO SUPPLIES /PW	331569	11/7/17	175.64
ORKIN	PEST AND RODENT CONTROL SERVICES FOR FY	331570	11/7/17	882.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	331571	11/7/17	180.32
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO PARTS / PW	331572	11/7/17	333.96
PAUU JR, P	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331573	11/7/17	340.00
PEASE JR, D	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331574	11/7/17	140.00
PETERS, S	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331575	11/7/17	290.00
PHILIP E MOSSY	REIMB / T&A#90129 2700 N.C.B.	331576	11/7/17	5,425.00
POST, R	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331577	11/7/17	280.00
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO PARTS / PW	331578	11/7/17	1,028.43
PRO BUILD	MOP 45707 GENERAL SUPPLIES / PW	331580	11/7/17	4,149.62
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES	331581	11/7/17	1,583.06
RAY, S	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331582	11/7/17	190.00
ROARK, L	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331583	11/7/17	135.00
RODRIGUEZ, J	REIMB / T&A#90117 135 S. HARBISON AVE.	331584	11/7/17	264.62
RUIZ, J	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331585	11/7/17	310.00
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO SUPPLIES /PW	331586	11/7/17	290.33
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	331587	11/7/17	2,229.51
SANCHEZ, L	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331588	11/7/17	330.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	331589	11/7/17	72,850.86
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	331590	11/7/17	1,232.86
SERVATIUS, J	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331591	11/7/17	340.00
SHORT, C	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331592	11/7/17	300.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 GENERAL SUPPLIES / PW	331593	11/7/17	744.54
SMITH, J	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331594	11/7/17	320.00
SOUTH BAY MOTORSPORTS	R&M CITY VEHICLES / PW	331595	11/7/17	644.45
SOUTH BAY WINDOW & GLASS CO	CITY WIDE AUTOMATIC WINDOW REPAIRS / PW	331596	11/7/17	340.51
SOUTHWEST SIGNAL SERVICE	INTERSECTION LIGHTING MAINTENANCE / SEPT	331597	11/7/17	11,271.59
STAPLES BUSINESS ADVANTAGE	MOP# 45704. OFFICE SUPPLIES / NSD	331598	11/7/17	72.22
STARDUST INN	RELOCATION ASSISTANCE / NSD	331599	11/7/17	117.49
STEVENSON, S	TRAINING/CMO - S. STEVENSON	331600	11/7/17	880.34
STEWART, W	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331601	11/7/17	200.00
STRASEN, W	RETIREE HEALTH BENEFIT FOR NOV 2017	331602	11/7/17	135.00
SUPERIOR READY MIX	CONCRETE DELIVERY SERVICES / PW	331603	11/7/17	462.91
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	331604	11/7/17	28,606.46
SYSCO SAN DIEGO INC	FOOD / NUTRITION	331605	11/7/17	4,020.69
T MAN TRAFFIC SUPPLY	MOP#76666 GEN /PW	331606	11/7/17	488.02



**WARRANT REGISTER #19**  
**11/7/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THE HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES FOR BUILDINGS / PW	331607	11/7/17	384.21
THE LIGHTHOUSE INC	MOP#45726 AUTO SUPPLIES /PW	331608	11/7/17	27.58
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES /PW	331609	11/7/17	161.91
TIPTON, B	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331610	11/7/17	250.00
TOPECO PRODUCTS	MOP#63849 AUTO SUPPLIES /PW	331611	11/7/17	16.83
U S HEALTHWORKS	MEDICAL SERVICES	331612	11/7/17	5,898.00
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS / PW	331613	11/7/17	2,731.99
VERRY, L	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331614	11/7/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331615	11/7/17	480.00
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES / PW	331616	11/7/17	2,391.15
WESTFLEX INDUSTRIAL	MOP#63850 AUTO SUPPLIES / PW	331617	11/7/17	154.93
WHITE, J	RETIREE HEALTH BENEFIT / NOVEMBER 2017	331618	11/7/17	230.00
BORDER ANGELS	ANNIVERSARY DINNER / MAYOR MORRISON	331619	11/7/17	100.00
CORNERSTONE CHURCH OF SD	USE OF FACILITIES / STATE OF THE CITY ADDRESS	331620	11/7/17	3,000.00
ESGIL CORPORATION	PLAN CHECKS / BUILDING	331622	11/7/17	111,490.48
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK W.	331623	11/7/17	58,341.01
HERENCIA HISPANA	DANCE PERFORMERS / STATE OF THE CITY	331624	11/7/17	300.00
MCCARTHY, TERESA	FLOWER ARRANGEMENTS / STATE OF THE CITY	331625	11/7/17	450.00
OLSON, J	REIMBURSEMENT CACEO / NSD	331626	11/7/17	87.67
PRUDENTIAL OVERALL SUPPLY	MOP45742. LAUNDRY SERVICES / PW	331627	11/7/17	396.59
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. COVER ART / FINANCE	331628	11/7/17	56.55
WATSON, S	CACEO SEMINAR REIMB. / NSD	331629	11/7/17	94.82

**A/P Total 363,660.67**

**WIRED PAYMENTS**

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 10/10/17 - 10/23/17	11012017	11/1/17	231,555.46
------------------------------	------------------------------------	----------	---------	------------

**SECTION 8 HAPS**

<u>Start Date</u>	<u>End Date</u>	
11/1/2017	11/7/2017	<b>870,248.26</b>

**PAYROLL**

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
23	10/24/2017	11/6/2017	11/15/2017	<b>1,307,051.36</b>

**GRAND TOTAL**

**\$2,772,515.75**



## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 19<sup>th</sup> OF DECEMBER 2017.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #20 for the period of 11/08/17 through 11/14/17 in the amount of \$2,772,515.75.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #20 for the period of 11/08/17 through 11/14/17 in the amount of \$2,772,515.75.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** 

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 11/08/17 through 11/14/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
A Good Sign & Graphic Co	331630	50,753.75	Wayfinding Signage Project
Accelerated Modular	331631	77,416.72	Fire Station #33 Project
Tri Group Construction	331701	263,993.46	18 <sup>th</sup> St. Ped. & Bicycle Enh. Project
Adminsure Inc	151281	104,275.20	W/C Acct Replenishment Oct 2017
Springboard CDFI	151305	70,000.00	FTHB Program Loan for 1213 E Ave

**FINANCIAL STATEMENT:**

**APPROVED:** 

**FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

**MIS**

Warrant total \$2,772,515.75.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,772,515.75

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register #20



**WARRANT REGISTER #20**  
**11/14/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A GOOD SIGN & GRAPHICS COMPANY	WAYFINDING SIGNAGE PROJECT	331630	11/14/17	50,753.75
ACCELERATED MODULAR	FIRE STATION #33 PROJECT	331631	11/14/17	77,416.72
ADORAMA CAMERA INC	CANON EOS 80DW/18-135 VIDEO CRTR KIT A / POLICE	331632	11/14/17	1,898.00
AETNA RESOURCES FOR LIVING	EMPLOYEE ASSISTANCE PROGRAM NOVEMBER	331633	11/14/17	816.24
ALDEMCO	FOOD / NUTRITION CENTER	331634	11/14/17	1,856.05
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	331635	11/14/17	432.41
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT HOMELESS / AUGUST 2017	331636	11/14/17	7,140.00
ALTA LANGUAGE SERVICES INC	PROFESSIONAL SERVICES	331637	11/14/17	60.00
AMEDEE, W	TRAVEL REIMBURSEMENT, FIRE	331638	11/14/17	34.87
AT&T	AT&T SBC PHONE SERVICE FOR OCTOBER 2017	331639	11/14/17	352.85
ATKINS NORTH AMERICA INC	N.C. FY17 TAX ROLL SERVICE	331640	11/14/17	8,024.00
BRAD C WOODALL MAI	APPRAISAL SERVICES / HOUSING	331641	11/14/17	4,400.00
BRENCICK, M	FEE REFUND, BUILDING	331642	11/14/17	118.00
BSE ENGINEERING INC	POLICE STATION UPGRADES	331643	11/14/17	1,183.75
CALIFORNIA TRAINING INSTITUTE	TRAINING TUITION HUMAN FACTORS THREAT MGNT	331644	11/14/17	326.00
CARAVANTES, S	EMPLOYEE REIMBURSEMENT	331645	11/14/17	30.00
CITY OF IMPERIAL BEACH	SD BAY WATERSHED FY17/18	331646	11/14/17	15,393.00
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	331647	11/14/17	6,390.00
COHERO	COHERO SUPPORT (09/01/17 - 11/30/17)	331648	11/14/17	26,780.00
COLSON, K	TRAINING ADV LODGING DISPATCHER PUBLIC SVCS	331649	11/14/17	2,258.25
COX COMMUNICATIONS	COX DATA SERVICES NOVEMBER 2017	331650	11/14/17	577.82
CYNTHIA TITGEN CONSULTING INC	RISK MANAGEMENT SERVICES	331651	11/14/17	3,045.00
DATTEL SYSTEMS INCORPORATED	BARRACUDA EMAIL SECURITY AND COMPLIANCE	331652	11/14/17	11,475.00
DAY WIRELESS SYSTEMS (20)	COMMS EQUIP SERVICE / FIRE	331653	11/14/17	665.75
DJ DEV	DJ AND MC FOR KABOOM! / CSD	331655	11/14/17	200.00
D-MAX ENGINEERING	NC STORM WATER SERV. FY17-18	331656	11/14/17	14,535.39
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE AND MAINTENANCE	331657	11/14/17	14,485.57
FASTSIGNS	FIRE DEPT SIGN	331658	11/14/17	182.21
FIRE ETC	FORRESTRY TOOLS / FIRE	331659	11/14/17	789.68
GAUT, A	MEDICAL SERVICES	331660	11/14/17	115.00
GEOSYNTEC CONSULTANTS INC	VERHRISCHRISSEL TOYON PARK	331661	11/14/17	3,751.60
GOVCONNECTION INC	HP 402 DNE LASERJET PRINTER / MIS	331662	11/14/17	1,827.21
GRAINGER	MOP 65179 SUPPLIES FOR FIRE DEPT	331663	11/14/17	570.08
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK PROJECT	331664	11/14/17	12,962.50
HUERTA JR, R	MEDICAL SERVICES	331665	11/14/17	43.00
HUTCHINSON, C	MILEAGE TRAVEL REIMBURSEMENT	331666	11/14/17	44.35
INNOVATIVE CONSTRUCTION	PARADISE CREEK REST. PROJECT	331667	11/14/17	514.50
KASEYA	KASEYA ANNUAL RENEWAL	331668	11/14/17	3,699.50
KIMLEY HORN AND ASSOC INC	SWEETWATER RIVER BIKEWAY	331669	11/14/17	8,715.81
KNOX SERVICES	GOVERNMENTAL PURPOSES	331670	11/14/17	450.25
KONICA MINOLTA	KONICA MINOLTA COPIER EQUIPMENT LEASE	331671	11/14/17	4,039.16
LANE, V	TRAINING ADV SUB AND LODGING DISPATCHER	331672	11/14/17	2,258.25
LASER SAVER INC	MOP 45725 SUPPLIES / BLDG CHARGES	331673	11/14/17	412.92
LIFE ASSIST INC	CPR TRAINING MASKS / FIRE	331674	11/14/17	622.44
LOPEZ, TERESA YOLANDA	TRANSLATION/SEWER NOTICE	331675	11/14/17	241.40
LRI HISTORY LLC	PROFESSIONAL SERVICES	331676	11/14/17	987.60
MORA, S	EMPLOYEE REIMBURSEMENT	331677	11/14/17	2,075.46
MTS	MTS TROLLEY FLAGGER SERVICE FY 2018	331678	11/14/17	115.32
PACIFIC TELEMAGEMENT SERVICE	PHONE SERVICE	331679	11/14/17	78.00
PORTILLO CONCRETE INC	SEWER LINE REPAIR PROJECT	331680	11/14/17	239,732.50





**WARRANT REGISTER #20  
11/14/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PREMIER SAFETY	SENSORS, FILTERS / FIRE	331681	11/14/17	69.64
PRO BUILD	MOP 45707, FIRE CHARGES	331682	11/14/17	981.78
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE / NUTRITION	331683	11/14/17	46.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY / PW	331684	11/14/17	145.16
RANDALL LAMB ASSOCIATES INC	N.C. CORRECTIVE ACTION PROJECT	331685	11/14/17	600.00
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICK UP / PW	331686	11/14/17	3,031.00
RIVERSIDE COUNTY SHERIFF DEPT	TRAINING TUITION DISPATCHER PUBLIC SAFETY/PD	331687	11/14/17	778.00
SAN DIEGO COUNTY ASSESSOR	BLDG RCDS / HOUSING	331688	11/14/17	14.00
SAN DIEGO UNION TRIBUNE	UNION TRIBUNE CLASSIFIED LISTING OCTOBER	331689	11/14/17	778.84
SCST INC	PARADISE CREEK REST. PROJECT	331690	11/14/17	8,617.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES / PW	331691	11/14/17	659.47
SMART & FINAL	MOP 45756. CASA TEEN CENTER SNACKS/CSD	331692	11/14/17	103.86
SOLARPLACARD INC	ENGRAVED COLOR TAGS	331693	11/14/17	125.57
SORIANO, R	CACEO SEMINAR REIMB. / NSD	331694	11/14/17	104.34
STAPLES BUSINESS ADVANTAGE	MOP #450704 OFFICE SUPPLIES / CITY ATTORNEY	331695	11/14/17	524.79
STARTECH COMPUTERS	MOP #61744/COMPUTER ACCESSORIES / MIS	331696	11/14/17	495.23
STC TRAFFIC INC	REIMB / T&A#90199 NC & 28TH ST.	331697	11/14/17	2,262.50
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	331698	11/14/17	1,648.50
THE HOME DEPOT CREDIT SERVICES	TUFF SHED. ST #33 / FIRE	331699	11/14/17	3,596.99
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / PW	331700	11/14/17	111.12
TRI GROUP CONSTRUCTION	18TH ST. PED. & BICYCLE ENH. PROJECT	331701	11/14/17	263,993.46
TSC GROUP INC	ST #33 RENTAL / FIRE	331702	11/14/17	2,302.78
U S BANK	CREDIT CARD CHARGES / FIRE	331703	11/14/17	11,303.70
U S BANK	MONTHLY CREDIT CARD STATEMENT NOVEMBER	331704	11/14/17	2,299.46
U S HEALTHWORKS	MEDICAL SERVICES	331705	11/14/17	863.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICE OCTOBER 2017	331706	11/14/17	11,477.85
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / FIRE	331707	11/14/17	193.86
WEST PAYMENT CENTER	BOOKS / CITY ATTORNEY	331708	11/14/17	1,659.16
WESTERN AUDIO VISUAL	AUDIO VISUAL EQUIPMENT / LIBRARY	331709	11/14/17	49,992.45
WILLDAN FINANCIAL SERVICES	USER FEE STUDY	331710	11/14/17	3,522.50
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES / MIS	331711	11/14/17	582.73
ZOLL MEDICAL CORP	BP CUFF, ADULT / FIRE	331712	11/14/17	242.68
DUSTIN PARKER	CAMERA OPERATION / STATE OF THE CITY	331713	11/14/17	1,500.00
<b>A/P Total</b>				<b>909,504.58</b>
<b>WIRED PAYMENTS</b>				
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SERVICES BASE FEE NOV 2017	135089	11/10/17	508.00
ADMINSURE INC	W/C ACCT REPLENISHMENT OCT 2017	151281	11/9/17	104,275.20
SPRINGBOARD CDFI	FTHB PROGRAM LOAN FOR 1213 E AVE B5 NAT	151305	11/9/17	70,000.00
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET OCTOBER 2017	151338	11/9/17	29,293.37

**GRAND TOTAL**

**\$ 1,113,581.15**

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 19<sup>th</sup> OF DECEMBER 2017.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.24 (Mixed-Use Corridor And district zones), 18.25 (Industrial zones), 18.30.050 (Sale of alcoholic beverages and live entertainment), and 18.

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Sections 18.24 (Mixed-Use Corridor And district zones), 18.25 (Industrial zones), 18.30.050 (Sale of alcoholic beverages and live entertainment), and 18.50 (Glossary) of the National City Municipal Code. (Applicant City-Initiated Land Use Amendment) (Case File 2017-25 A)

**PREPARED BY:** Martin Reeder, AICP 

**DEPARTMENT:** Planning

**PHONE:** 619-336-4313 |

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

This amendment, which was initiated by the City Council in 2016, is intended to define and impose permitting limitations on breweries and tasting rooms. The initiation followed discussion with representatives of the local craft brewing industry who were having difficulty with City regulations. Traditional breweries are typically permitted in the industrial zones and restaurants with accessory brewing are generally permitted in commercial areas. Consumption of alcohol (tasting room) is currently subject to a CUP. In addition to conditions required by City Council Policy 707 related to alcohol licensing, CUP conditions traditionally apply to retail alcohol outlets and do not take into account craft breweries and similar uses.

The changes were prepared and considered by the Planning Commission on November 20, 2017. The attached Background Report describes the changes in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ MIS

**ENVIRONMENTAL REVIEW:**

Not a project per CEQA

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☒

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission's recommendation to adopt the amendments to Title 18.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Land Use Code amendment.  
Ayes: Baca, Flores, Garcia, Sendt, Quintero, Yamane      Noes: DelaPaz

**ATTACHMENTS:**

- |                          |   |
|--------------------------|---|
| 1. Background Report     | 4. Planning Commission Resolution 2017-26 (a) |
| 2. Findings              | 5. Public Hearing Notice                      |
| 3. Proposed Code changes | 6. Ordinance                                  |



## **BACKGROUND REPORT**

### **Staff Recommendation**

Staff generally supports the proposed amendments included in this staff report. However, some proposed amendments are not supported by staff, in which case suggested amendments are included and discussed in this staff report. Staff recommends that the City Council approve the amendments as suggested.

### **History**

The City Council initiated this amendment in 2016. The amendment is intended to define and impose permitting limitations on breweries and tasting rooms. The initiation followed discussion with representatives of the local craft brewing industry who were having difficulty with City regulations.

While the City's regulations for alcohol sales are not considered as up-to-date as other jurisdictions with greater activity related to craft brewing, two craft brewing businesses have been permitted in the last two years. Novo Brazil received a Conditional Use Permit (CUP) in August of 2016 for a tasting room accessory to a public market and Embarcadero Brewing received a CUP in January of this year for a tasting room accessory to a brewing supply business.

Traditional breweries are typically permitted in the industrial zones and restaurants with accessory brewing are generally permitted in commercial areas. Consumption of alcohol (tasting room) is subject to a CUP. The primary issue related to permitting tasting rooms is related to City Council Policy 707 related to alcohol licensing. Conditions in Policy 707 include requiring food sales and that alcohol sales not exceed sales of other products. These conditions traditionally applied to restaurants and did not take into account craft breweries and similar uses.

### **Proposed Changes (Municipal Code)**

There are several changes to the Municipal Code proposed by industry advocates. They are generally related to definitions, allowed land uses, and locational requirements. These changes will have no effect in the Coastal Zone until the Local Coastal Plan is amended.

### **Glossary**

- A. The applicant is suggesting modification (**noted in bold**) of one glossary definition as follows:

1. Medium manufacturing/processing. "Medium manufacturing/processing" includes uses that have moderately objectionable environmental influences by reason of the emission of odor, heat, smoke, noise, or vibration. Such uses include the manufacture of food products, drugs, pharmaceuticals and the like; wineries, distilleries, and large breweries (over 60,000 barrels per year); lumber yards and wood products; leather products; plastics; paper products and packaging material; floor coverings; stone, clay, glass, and concrete activities and products; manufacturing of textile products; metal fabrication and welding; vehicle manufacture, railroad equipment; and any other uses found by the city to be of the same general character of those listed here.

Staff is supportive of this change, as it is consistent with industry and taxation standards (federal excise tax is tied to the 60,000 barrel per year number). However, a new definition would be more effective and should be inserted into the Glossary as follows:

1. Large breweries. "Large breweries" are those breweries producing more than 60,000 barrels a year.
- B. The applicant is also suggesting the addition of three new glossary definitions as follows:
1. Brewery. "Brewery" means an establishment which is licensed by the California Department of Alcoholic Beverage Control (ABC) under a Type 1 or Type 23 to manufacture and sell alcoholic beverages on the premises for on-site or off-site consumption. Minors are allowed on the premises (per ABC Type 1 and Type 23 license regulations).
  2. Brewery tasting room. "Brewery tasting room" means an establishment which is licensed by the California Department of Alcoholic Beverage Control (ABC) under a Type 1 or Type 23 (Beer Manufacturer or Small Beer Manufacturer respectively) duplicate license to sell malt beverages that the licensee produces for on-site and off-site consumption; including sales of sealed containers (commonly known as growlers) for off-site consumption. Only beer produced by the master licensee may be sold and/or consumed at the location. Minors are allowed on the premises (per ABC Type 1 and Type 23 license regulations).
  3. Small breweries. "Small breweries" are those breweries producing 60,000 barrels a year or less.

Staff is supportive of the new glossary definitions, as they are consistent with industry standards and ABC licensing definitions.

Allowable land uses

- C. Changes to allowed land uses in Industrial zones (Light Industrial, Medium Industrial, and Heavy Industrial) are also suggested. The first is a modification (**noted in bold**) of an existing land use (Medium manufacturing/processing) as follows:

TABLE 18.25.020  
Allowed Land Uses  
Industrial Zones

Land Use	Zone			Specific Use Regulations
	IL	IM	IH	
Medium manufacturing/processing	<b>P</b>	P	P	
P Permitted				

Staff is not supportive of allowing medium manufacturing/processing as an allowed use in the Light Industrial (IL) zone. These types of uses are generally not compatible with IL-zoned areas, which are closer to commercial areas that are comprised of assembly and lighter industrial uses. However, the intent of the requested change is to allow large breweries in the IL zone. Staff is amenable to this change if a CUP were to be required. Therefore, staff suggests the following change:

Land Use	Zone			Specific Use Regulations
	IL	IM	IH	
Medium manufacturing/processing	-	P	P	
<b>Large Breweries</b>	<b>C</b>	<b>C</b>	<b>C</b>	
P Permitted C Conditional Use Permit - Not permitted				



- D. Two additional land uses, which are proposed glossary items, have been proposed (**noted in bold**) to the allowed land uses in Industrial zones as follows:

TABLE 18.25.020  
Allowed Land Uses  
Industrial Zones

Land Use	Zone			Specific Use Regulations
	IL	IM	IH	
<b><u>Small breweries</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	
<b><u>Brewery tasting room</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	
P Permitted				

Staff is supportive of allowing small breweries to be permitted by right in the industrial zones. However, allowing tasting rooms by right would be counter to section 18.30.050 (Sale of alcoholic beverages and live entertainment), which requires a CUP for businesses involving consumption of alcohol on-site or sale of alcohol for off-site consumption. While allowing tasting rooms by right in only breweries would limit their number, having no CUP would reduce the ability of the City to regulate such activities (types of products, hours of operation, etc.). Therefore, staff would be supportive of allowing tasting rooms as a permitted use (by right) if there were a policy adopted that contained standard operating conditions for such uses. This policy (Tasting Room Standards and Regulations Policy) would act as *de facto* conditions of approval for all tasting rooms. Such conditions would include all those contained in City Council Policy 707 and limits to hours of operation. Staff suggests that last call be at 9:00 p.m. with alcohol consumption ending at 10:00 p.m. daily.

Staff suggests the following changes instead:

Land Use	Zone			Specific Use Regulations
	IL	IM	IH	
<b><u>Small breweries</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	
<b><u>Brewery tasting room</u></b>	<b><u>P*</u></b>	<b><u>P*</u></b>	<b><u>P*</u></b>	
P Permitted C Conditional Use Permit				



**\*Subject to standard conditions of approval as noted in the Tasting Room Standards and Regulations Policy maintained by the Planning Department.**

- E. In addition to changes to the allowed land uses in Industrial zones, the proponent has also suggested changes (**noted in bold**) to the allowed land uses in mixed-use corridor and district zones as follows:

TABLE 18.24.050  
Allowed Land Uses  
Mixed-Use Zones

Land Use	Zone				Specific Use Regulations
	MXC-1	MXC-2	MXD-1	MXD-2	
<b><u>Small breweries</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	
<b><u>Brewery tasting room</u></b>	<b><u>P*</u></b>	<b><u>P*</u></b>	<b><u>P*</u></b>	<b><u>P*</u></b>	
P Permitted C Conditional Use Permit					

**\*Subject to standard conditions of approval as noted in the Tasting Room Standards and Regulations Policy maintained by the Planning Department.**

Staff is supportive of allowing small breweries by right in mixed-use zones. The reason is that they are limited in production (less than 60,000 barrels per year) and are essentially the same as a bakery, which has the same ingredients involved in their process. This standard is typical of other jurisdictions including the City of Chula Vista. In addition, craft breweries tend to be less intense than traditional breweries and are more prevalent in neighborhoods such as North Park in San Diego and other neighborhoods similar in density to National City. Therefore, allowing small breweries in mixed-use zones would be appropriate.

On-site alcohol consumption is normally subject to a CUP. In addition, City Council Policy 707 states that alcohol for on-site consumption is only allowed with the purchase of food, although this requirement can be waived with Council approval. However, tasting rooms are generally family-friendly and less intensive than other on-site consumption businesses such as bars or restaurants. In addition, impacts are less due to the type of clientele, the higher cost of craft alcohol products, and the limited hours of operation. Furthermore,

ABC licenses for tasting rooms allow minors to be present. It is also important to note, that while up to seven tasting rooms (including one as part of a restaurant) are permitted under a master brewery license, a violation on one is considered a violation on all. In the case of an ABC violation all tasting rooms would lose their ability to operate. Therefore, businesses tend to self-regulate more effectively than stand-alone on-site consumption businesses.

F. The last change suggested by the proponent is to Section 18.30.050 - Sale of alcoholic beverages and live entertainment. The change is to Section D, which has distance requirements between uses and from schools. This section currently reads as follows:

D. Distance Requirements. Establishments where alcoholic beverages are sold for on or off-site consumption shall be located as follows:

1. Liquor stores, or other businesses where the principal use involves the sale of alcohol for off-site consumption, shall be:
  - a. A minimum of six hundred sixty feet from any public school (kindergarten through twelfth grade) within the boundaries of the city; and
  - b. A minimum of five hundred feet apart.
2. Bars and cocktail lounges or other establishments where the sale of alcoholic beverages for on-site consumption is the principal use, shall be:
  - a. A minimum of six hundred sixty feet from any public school (kindergarten through twelfth grade) within the boundaries of the city; and
  - b. No less than one thousand feet apart.
3. Restaurants where the sale of alcoholic beverages for on-site consumption is accessory or incidental to the principal use shall be a minimum of six hundred sixty feet from any public school (kindergarten through twelfth grade) within the boundaries of the city; except that this distance requirement shall not apply to restaurants (other than fast-food restaurants with drive-through service) where at

least thirty percent of the floor area of the building is comprised of a seating area.

4. Private clubs or lodges, bowling alleys, theaters and other establishments where the sale of alcoholic beverages are accessory or incidental to the principal use shall be:
  - a. A minimum of six hundred sixty feet from any public school (kindergarten through twelfth grade) within the boundaries of the city; and
  - b. No closer than five hundred feet apart. This limitation shall not apply to restaurants.
5. No minimum distances from schools or other uses are required for grocery stores, convenience stores or other retail establishments involving the sale of alcohol for off-site consumption as an accessory use.

The proponent of the amendment is suggesting that brewery tasting rooms also be exempt from distance requirements from schools, etc. Given that an ABC master license expressly allows minors on site, staff would be amenable to this change. Therefore, section D. 3 would be modified as follows:

3. Restaurants where the sale of alcoholic beverages for on-site consumption is accessory or incidental to the principal use shall be a minimum of six hundred sixty feet from any public school (kindergarten through twelfth grade) within the boundaries of the city; except that this distance requirement shall not apply to tasting rooms or restaurants (other than fast-food restaurants with drive-through service) where at least thirty percent of the floor area of the building is comprised of a seating area.

A related change, which is being proposed by staff, is related to the definition of school in subsection D. 3. A recent approval for a tasting room in the downtown area was permitted, despite being close to a charter school. Approval was granted because it was accessory to a public market, but in the case of a stand-alone tasting room, this could be problematic. In addition, ABC has stated that a Type 23 license is not a retail license; therefore, not subject to ABC distance requirements. In order to allow flexibility in locating tasting rooms and uses involving accessory alcohol

consumption (restaurants, etc.), especially in the Downtown Specific Plan area, staff suggests further modifying (**noted in bold**) subsection 3 as follows:

3. Restaurants where the sale of alcoholic beverages for on-site consumption is accessory or incidental to the principal use shall be a minimum of six hundred sixty feet from any public school (kindergarten through twelfth grade) **that is on property zoned as Institutional (I)** within the boundaries of the city; except that this distance requirement shall not apply to restaurants (other than fast-food restaurants with drive-through service) where at least thirty percent of the floor area of the building is comprised of a seating area.

In addition, a new subsection six would be added as follows:

6. Stand-alone tasting rooms shall be a minimum of six hundred sixty feet from any public school (kindergarten through twelfth grade) **that is on property zoned as Institutional (I)** within the boundaries of the city.

The Institutional (I) zone is generally where all of the City's schools are located. Other "I" zone properties include Paradise Valley Hospital, the National School District offices, Olivewood Gardens, and the Apostolic Assembly of the Faith in Christ Jesus church.

#### Proposed Changes (City Council Policy 707)

Changes to City Policy 707 are also proposed. While changes to the Policy are under the purview of the City Council, staff asked the Planning Commission to make a recommendation on the proposed changes.

The proponent is asking for the term "tasting room" to be added to some of the policies that state "on-sale" or "off-sale" (see attached City Council Policy 707) policies 8, 11, 13, and 16 in particular. However, there is no need to make these changes, as a tasting room is an on-sale establishment and subject to the same policies. Where there is an issue related to tasting rooms having to comply with on-sale policies is with numbers 14 and 15 as follows:

14. *The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect*



*such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.*

15. *Alcohol shall be available only in conjunction with the purchase of food.*

Two recent CUP approvals for tasting rooms were granted exceptions from these policies; therefore, it would be reasonable for the policies to not apply to tasting rooms. Therefore, staff is supportive of a new policy as follows:

17. *The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.*

In addition to these changes, the proponent is also requesting that off-sale products be available at tasting rooms. Sales of sealed containers (commonly known as growlers) for off-site consumption is permitted per ABC Type 23 license regulations. However, only beer produced by the master licensee under a Type 23 (small beer manufacturer) license may be sold and/or consumed at a licensed location. This allowance was made for the Novo Brazil tasting room downtown; therefore, staff is supportive of a new policy as follows:

18. *Sales of sealed containers (commonly known as growlers) for off-site consumption of the beer produced by the master may be sold and/or consumed at this location.*

### Analysis

This amendment is intended to define and impose permitting limitations on breweries and tasting rooms. The reason for the request was that brewpubs, tasting rooms, and microbreweries did not fit with current alcoholic beverage policies and permitting regulations, which are geared towards traditional alcohol sale uses such as restaurants, markets, and bars.

As supported or suggested by staff, all of the proposed changes are consistent with the previous Code sections and policies. While there would be minor changes in where tasting rooms and small breweries could be located, the changes would not be out of character with the General Plan land use designations.

### Findings

There are two findings for approval, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

### General Plan conformance

The requested amendments are consistent with the General Plan, as the Code sections already exist. The amendments are minor in nature and would make negligible changes to where tasting rooms and small breweries could be located. No increase in allowable densities, development intensity, or land use would result from the change.

### CEQA compliance

This application is not considered to be a project under CEQA as any changes would either be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code (ministerial projects are already exempt), or to discretionary projects that have their own CEQA review. In almost all recent cases, on-sale alcohol sales or building remodels that include the sale or consumption of alcohol have been found to qualify for a CEQA exemption.

There is also one finding for denial as follows:

1. That the requested amendments are inconsistent with existing alcohol permitting and policy, and would contribute to increased impacts related to overconsumption of alcohol.

The reason for the denial finding is that additional opportunities for on-sale alcohol consumption could possibly lead to additional alcohol-related impacts, such as calls for service from the Police Department, over-consumption of alcohol, and other peripheral impacts. However, impacts from craft beer establishments such as tasting rooms are typically less than standard on-sale businesses. Reasons include the higher price of products, smaller serving sizes, and limited hours.

### Planning Commission

The Planning Commission held public hearings on the proposed amendments at their meetings of October 16 and November 20, 2017. Seven advocates of the craft beer industry spoke in support of the changes and requested that tasting rooms also include winemakers and craft distilleries. In addition, it was requested that any new codes and/or policies related to craft breweries and tasting rooms be applied retroactively to both Novo Brazil and Embarcadero Brewing Co. The intention was for the new regulations to supersede the previously-approved CUPs. The Commission ultimately

recommended approval of the amendments and policy changes to the City Council, including the retroactive application.

Staff is also recommending approval of the requested Code Amendments and changes to Council Policy 707. However, staff is of the opinion that the focus should remain on craft brewing businesses at this time, rather than including winemakers and craft distillers. All discussion thus far has been on craft beer. Including wine and distilled spirits will require additional research and consideration at a future time. As for whether or not the two previously-approved businesses should qualify retroactively for any new policy and that their CUP be nullified, staff has no opinion and defers to the judgement of the City Council.

#### Police Department

In general, the Police Department (PD) utilizes a “wait and see” method with regard to new business trends. Rather than be a pioneer in attracting certain types of business, waiting to see if other jurisdictions experience any issues is sometimes preferable. However, PD is generally supportive of craft beer tasting rooms, but only if there are operating conditions, particularly with regard to time. PD is in favor of cessation of business activities by 10:00 p.m., as suggested by staff (last call at 9:00 p.m. and close by 10:00 p.m.). However, if operating hours are later, PD is not in support of such conditions and would rely on the current CUP process for guidance and permitting. Without operating conditions and standard hours of operation, PD has concerns over morphing, especially with the presence of live music.

#### Summary

The proposed amendments will allow flexibility in the locating, permitting, and operation of small breweries and/or tasting rooms. The added glossary definitions and Council policy changes will also make the City more welcoming to the expanding craft beer industry, of which the City Council and Planning Commission have shown support.

#### Options

1. Approve the amendments to the Land Use Code (LUC), as suggested by staff\*, based on the attached findings or findings to be determined by the City Council; or
2. Approve modified amendments to the Land Use Code\*\* (LUC), based on the attached findings or findings to be determined by the City Council; or

3. Recommend denial of the amendments to the LUC based on the attached findings or findings to be determined by the City Council; or,
4. Continue the item to a specific date.
  - \* If the Council wishes to allow tasting rooms subject to a Tasting Room Standards and Regulations Policy, the motion should also include the recommended operating hours (Staff is suggesting that last call be at 9:00 p.m. with alcohol consumption ending at 10:00 p.m. daily). The motion should also state if the policy applies retroactively and replaces the CUP for Novo Brazil and Embarcadero Brewing Company.
  - \*\* If the changes are intended to also apply to winemakers and craft distillers, the motion to approve should state as such.



### **RECOMMENDED FINDINGS FOR APPROVAL**

1. That the requested amendments are consistent with the General Plan, as the Code sections already exist, the amendments are minor in nature, and would make negligible changes to where tasting rooms and small breweries could be located. No increase in allowable densities, development intensity, or land use would result from the change.
2. That the proposed amendment has been reviewed to be in compliance with the California Environmental Quality Act (CEQA); the project is not considered a project under CEQA, as any changes would be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code, or separate discretionary actions that would qualify for an exemption from CEQA.

### **RECOMMENDED FINDINGS FOR DENIAL**

1. That the requested amendments are inconsistent with existing alcohol permitting and policy, and would contribute to increased impacts related to overconsumption of alcohol.

## Proposed Code changes

### Proposed language

#### **18.50 – Glossary**

Brewery. “Brewery” means an establishment which is licensed by the California Department of Alcoholic Beverage Control under a Type 1 or Type 23 to manufacture and sell alcoholic beverages on the premises for on-site or off-site consumption. Minors are allowed on the premises (per ABC Type 1 and Type 23 license regulations).

Brewery tasting room. “Brewery tasting room” means an establishment which is licensed by the California Department of Alcoholic Beverage Control under a Type 1 or Type 23 (Beer Manufacturer or Small Beer Manufacturer respectively) duplicate license to sell malt beverages the licensee produces for on-site and off- site consumption; including sales of sealed containers (commonly known as growlers) for off-site consumption. Only beer produced by the master licensee may be sold and/or consumed at the location. Minors are allowed on the premises (per ABC Type 1 and Type 23 license regulations).

Small breweries. “Small breweries” are those breweries producing 60,000 barrels a year or less.

Large breweries. “Large breweries” are those breweries producing more than 60,000 barrels a year.

*(See following page)*

**TABLE 18.25.020  
Allowed Land Uses  
Industrial Zones**

Land Use	Zone			Specific Use Regulations
	IL	IM	IH	
Small breweries	P	P	P	
Large Breweries	C	C	C	
Brewery tasting room	P*	P*	P*	
P Permitted C Conditional Use Permit				

\*Subject to standard conditions of approval as noted in the Tasting Room Standards and Regulations Policy maintained by the Planning Department.

**TABLE 18.24.050  
Allowed Land Uses  
Mixed-Use Zones**

Land Use	Zone				Specific Use Regulations
	MXC-1	MXC-2	MXD-1	MXD-2	
Small breweries	P	P	P	P	
Brewery tasting room	P*	P*	P*	P*	
P Permitted C Conditional Use Permit					

\*Subject to standard conditions of approval as noted in the Tasting Room Standards and Regulations Policy maintained by the Planning Department.

**Section 18.30.050 - Sale of alcoholic beverages and live entertainment**

- D. Distance Requirements. Establishments where alcoholic beverages are sold for on or off-site consumption shall be located as follows:
3. Restaurants where the sale of alcoholic beverages for on-site consumption is accessory or incidental to the principal use shall be a

minimum of six hundred sixty feet from any public school (kindergarten through twelfth grade) that is on property zoned as Institutional (I) within the boundaries of the city; except that this distance requirement shall not apply to **tasting rooms** or restaurants (other than fast-food restaurants with drive-through service) where at least thirty percent of the floor area of the building is comprised of seating area.

#### Proposed Policy changes

17. The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to **tasting rooms**.
18. Sales of sealed containers (commonly known as growlers) for off-site consumption of the beer produced by the master may be sold and/or consumed at this location.



**RESOLUTION NO. 2017-26 (a)**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A  
MUNICIPAL CODE AMENDMENT AMENDING SECTIONS 18.24  
(MIXED-USE CORRIDOR AND DISTRICT ZONES), 18.25 (INDUSTRIAL ZONES),  
18.30.050 (SALE OF ALCOHOLIC BEVERAGES AND LIVE ENTERTAINMENT),  
AND 18.50 (GLOSSARY) OF THE NATIONAL CITY MUNICIPAL CODE.  
APPLICANT: CITY-INITIATED.  
CASE FILE NO. 2017-25 A**

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, per Chapter 18.12.140 (B); and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendment at duly advertised public hearings held on October 16 and November 20, 2017, at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report provided for Case File No. 2017-25 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, this action is taken in an effort to be compliant with applicable State and Federal law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearings held on October 16 and November 20, 2017, support the following findings:

1. That the requested amendments are consistent with the General Plan, as the Code sections already exist, the amendments are minor in nature, and would make negligible changes to where tasting rooms and small breweries could be located. No increase in allowable densities, development intensity, or land use would result from the change.

2. That the proposed amendment has been reviewed to be in compliance with the California Environmental Quality Act (CEQA); the project is not considered a project under CEQA, as any changes would be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code, or separate discretionary actions that would qualify for an exemption from CEQA.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

**CERTIFICATION:**

This certifies that the Resolution was adopted by the Planning Commission at their meeting of November 20, 2017, by the following vote:

AYES: Quintero, Baca, Yamane, Sendt, Garcia, Flores

NAYS: Dela Paz

ABSENT: None.

ABSTAIN: None.

---

CHAIRPERSON



**CITY OF NATIONAL CITY  
Office of the City Clerk**

1243 National City Blvd., National City, California 91950  
619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

## **NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, December 19, 2017**, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider:

**AN ORDINANCE AMENDING TITLE 18 (ZONING) SECTIONS 18.24 (MIXED-USE CORRIDOR AND DISTRICT ZONES), 18.25 (INDUSTRIAL ZONES), 18.30.050 (SALE OF ALCOHOLIC BEVERAGES AND LIVE ENTERTAINMENT), AND 18.50 (GLOSSARY) OF THE NATIONAL CITY MUNICIPAL CODE.**

This amendment is intended to define and impose permitting limitations on breweries and tasting rooms.

The Planning Commission conducted a public hearing at their meeting of November 20, 2017 and voted 6-1 to recommend adoption of the Code Amendment.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

December 4, 2017

---

Michael R. Dalla, CMC  
City Clerk

**Attachment 5**

The following page(s) contain the backup material for Agenda Item: Public Hearing and adoption of an Ordinance of the City Council of the City of National City repealing Ordinance No. 2003-2226 and adopting an Ordinance establishing Sewer Service Charges for fiscal years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23. (



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing and adoption of an Ordinance of the City Council of the City of National City repealing Ordinance No. 2003-2226 and adopting an Ordinance establishing Sewer Service Charges for fiscal years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23.

**PREPARED BY:** Jose Lopez, Assistant Engineer - Civil

**PHONE:** 619-336-4312

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☒

**STAFF RECOMMENDATION:**

Provide second reading and adopt Ordinance repealing Ordinance No. 2003-2226 and adopting an Ordinance establishing Sewer Service Charges for fiscal years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Background Report w/ proposed rates
3. Sewer Rate Study
4. Notice of Public Hearing to Consider Proposed Adjustments to Sewer Service Charges
5. Ordinance

### Explanation

On October 3, 2017, the City Council of the City of National City, 1) accepted and filed the background report and Sewer Rate Study and 2) directed staff to mail out the Notice of Public Hearing in accordance with Proposition 218 requirements. The Notice of Public hearing was mailed out, with a public hearing date of December 5, 2017 at 6:00 PM.

Also, in order to confirm sewer-related revenues have been collected and spent appropriately prior to bringing forward consideration for a sewer rate increase, the City engaged The Pun Group ("the auditor") to perform agreed-upon procedures to review the calculation and billing of sewer-related charges and the revenue and-expenditure transactions within the Sewer Service Fund. The procedures, which were performed on calculations and transactions occurring in fiscal years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17, are:

1. Review of revenues derived from sewer-related charges to determine whether the revenues were recorded and deposited into the Sewer Services Fund in accordance with NCMC § 14.04.010 B;
2. Review of sewer-related charges to determine whether the charges were correctly calculated and billed to the customers;
3. Review of Sewer Service Fund expenditures to determine whether they were properly recorded, and whether funds were spent for the specific purposes established by NCMC § 14.04.010 C.

The report issued by the auditor states that, for the calculations, billings, and transactions reviewed for the period, no exceptions were found to the accurate calculation and billing of sewer-related charges, correct recording of transactions, or proper spending of Sewer Service Fund monies.

On December 5, 2017, the City Council held a public hearing to consider proposed adjustments to sewer service charges in accordance with Proposition 218 requirements. Staff provided a formal presentation. There were no requests from the public to speak on the item. Upon conclusion of the public hearing, the City Clerk announced that a total of six formal protests were received from National City property owners, which does not meet the minimum required to constitute a majority protest. After closing the public hearing, City Council took action to adopt Resolution No. 2017-236 approving the proposed rate adjustments for sewer service charges for fiscal years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23. City Council then opened a new public hearing to introduce an Ordinance repealing Ordinance No. 2003-2226 and adopting an Ordinance establishing sewer service charges for fiscal years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23.

Staff recommends that City Council repeal Ordinance No. 2003-2226 and adopt an Ordinance establishing sewer service charges for fiscal years 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23.



## Background Report

National City provides wastewater service to approximately 17,000 customers within the incorporated area of the City of National City. It owns and operates approximately 100 miles of pipeline, 2,000 manholes, and 2 lift stations/force mains.

The City is responsible for collecting and conveying wastewater flows originating within the City to the City of San Diego's Point Loma Treatment Plant for treatment and disposal. The City's primary goals are operating the sewerage system safely and efficiently while meeting the needs of their customers.

To meet these goals, the City undertakes routine cleaning, inspections, and repairs and rehabilitates its facilities as needed. The wastewater system operates in an area subject to strict regulatory oversight by Federal and State agencies such as the U.S. Environmental Protection Agency (USEPA) and the California State Water Resources Control Board (SWRCB). The City must comply with a multitude of laws including, but not limited to, State Wastewater Discharge Requirements (WDRs). Complying with these regulations and resulting mandates contributes to a large share of the cost burden on the City's system.

The City of National City is one of thirteen participating agencies (PAs) who send their wastewater to the City of San Diego Metropolitan Sewage Treatment System (Metro) for treatment and disposal. Along with the other PA's, the City entered into the Regional Disposal Agreement with San Diego in 1998. Due to positive financial negotiations with San Diego since that time and especially the establishment of the "Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage" during FY 2010 the City has enjoyed stable annual billings for the last 8 years from the City of San Diego. However, in 2015 the City of San Diego initiated a multi-billion dollar public works project entitled the Pure Water Program which will provide the double benefit of "secondary equivalency" to San Diego's wastewater customers including National City as well as a significant new potable water supply for the City of San Diego.

In September 2016, the City of San Diego provided the PAs with a range of annual costs from FY 2016 through FY 2022 for Phase I of the Pure Water Program. These annual cost increases began with FY 2018 (current fiscal year) and are the basis for establishing the San Diego portion of the revenue requirement developed by this Study.

The City of National City customers enjoy some of the lowest sewer service charges in the Metro System. The City last adjusted sewer service charges through a 2003 Rate Study and rates were last increased in FY 2006. FY 2018 charge is 38% lower than the average Metro PA rate of \$50.82 per month. However, the City's increased internal CIP requirements and the costs associated with the Pure Water Program require that the City adjust their sewer rates for the next five years at an average of 9.8% per year.

The City's sewer utility was evaluated on a "stand-alone" basis. That is, no subsidies between the utility or other City funds occur. By viewing the utility on a stand-alone basis, the need to

adequately fund both operations and maintenance (O&M) and capital infrastructure (CIP) must be balanced against the rate impacts on utility customers.

A comprehensive process was used to review the City's rates and projected expenses. Background information on capital needs was available through the CIP Needs Assessment, which was presented at the City Council Meeting of February 28, 2017.

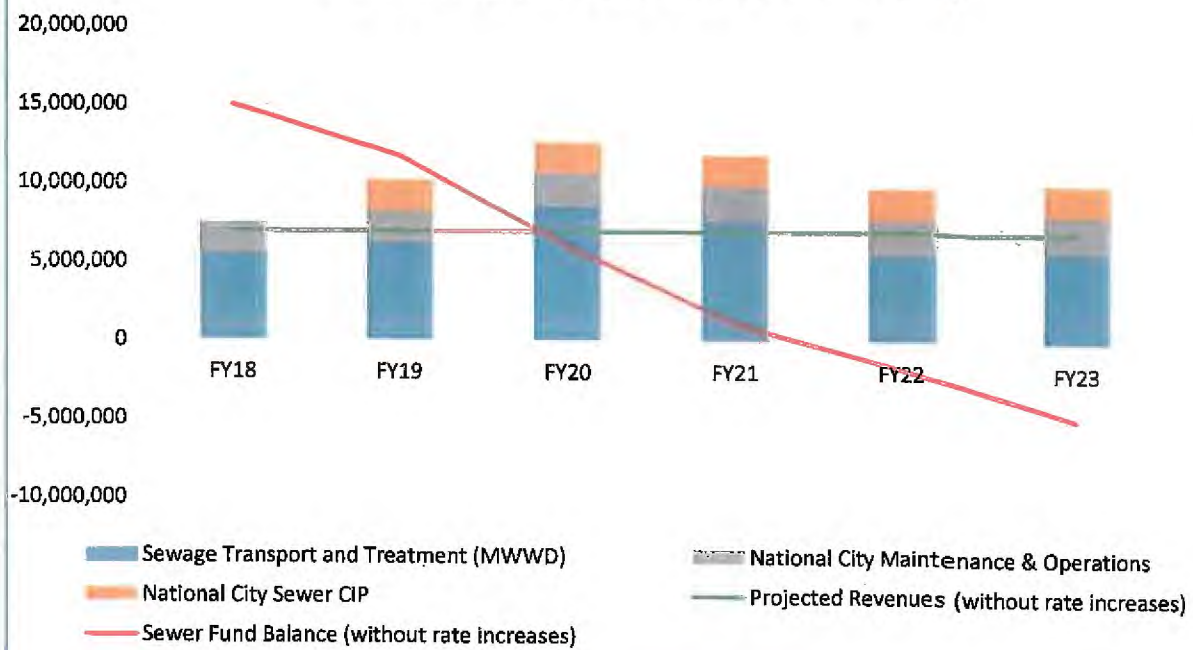
The revenue requirement analysis revealed that several significant financial changes have occurred since the City's 2003 rate study and subsequently adopted sewer user rates. The significant changes are:

1. The Wastewater Master Plan contains an annual capital requirement of \$2 million for capital projects for the next 9 years.
2. The planning phase of the City of San Diego's Pure Water Program have begun and during FY 2018 to FY 2023 additional Metro costs are anticipated for Phase 1 of this program. City of San Diego staff has identified the increased funding level for the participating agencies from the 2010 adopted Protocol level of \$65 million to \$128 million per year over the next four-years. The City's portion of this budget is currently 7.4%. National City's increased funding level for the Pure Water Program is included in this rate case.

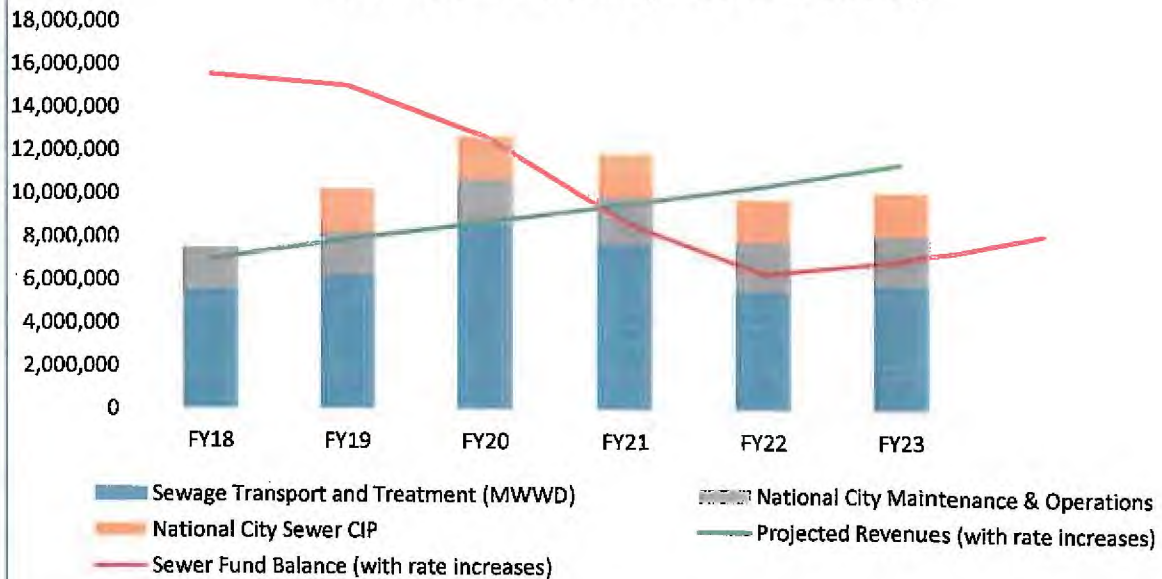
The largest component of the City of National City's revenue requirement is the costs associated with transportation, treatment and disposal of the City's wastewater by the Metro facilities. A summary of the projected City collection system O&M, CIP and Metro expenses, compared to current and proposed sewer rates, are included in the City's rate case and summarized in the charts below.



### Sewer Service Fund Revenue Projections vs Expenses Without Rate Increases (FY 2018 - FY 2023)



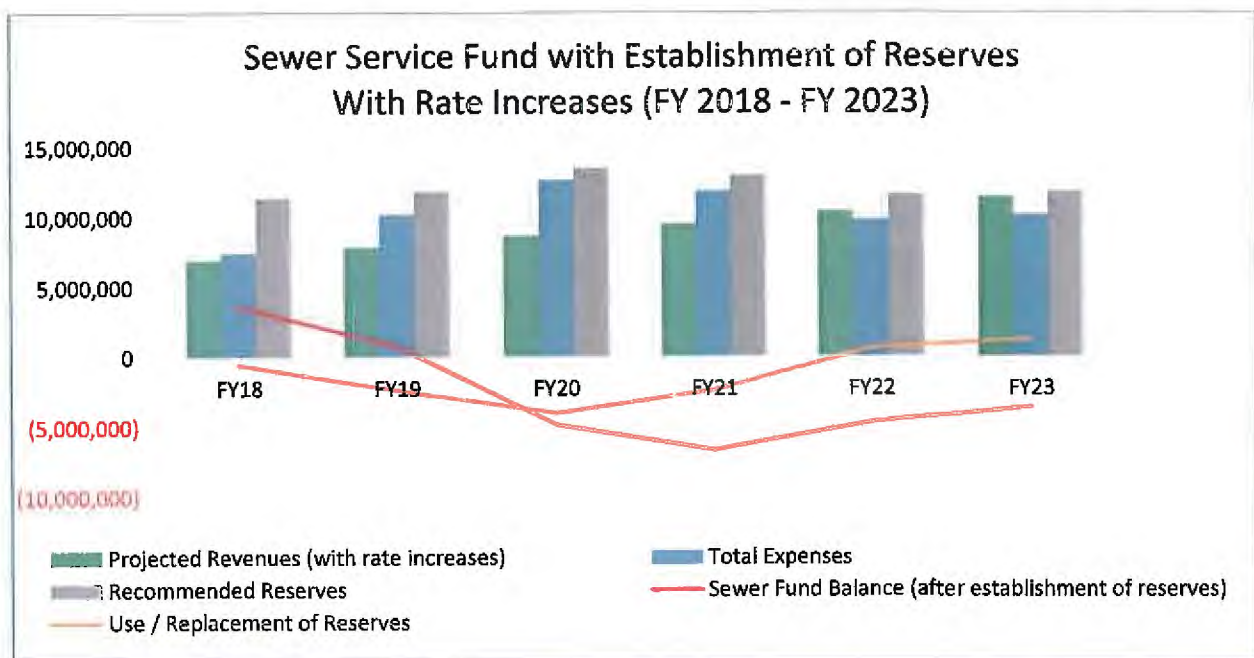
### Sewer Service Fund Revenue Projections vs Expenses With Rate Increases (FY 2018 - FY 2023)



Based on cost of service and projected revenue requirements, the City proposes new sewer service charges. The following table shows the proposed sewer charges for FY 2019 through FY 2023 and compares them to existing charges:

User Class	Current	2019	2020	2021	2022	2023
<b>Residential: \$ Per Month</b>						
Single Family	\$ 32.08	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-family/Condo	\$ 25.00	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 19.50	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22
<b>Non-Residential: \$ Per HCF</b>						
Commercial - Low	\$ 3.03	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium Low	\$ 3.12	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
Commercial - Medium	\$ 4.09	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium High	\$ 4.90	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	\$ 6.12	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

The City should also establish a definitive reserve policy to protect the financial integrity of our sewer enterprise fund. City staff proposes a reserve policy that meets industry standard guidelines in establishing formal reserve policies as well as the City's needs for financial stability and potential exposures to external forces which could require unplanned O&M or capital expenditures. The establishment of this reserve has been integrated into the projected revenue requirements for the rate case. The following chart presents a financial picture of the Sewer Enterprise Fund over the next five fiscal years based on the inclusion of proposed sewer rate increases (revenues), total expenses, and operational and capital reserves.



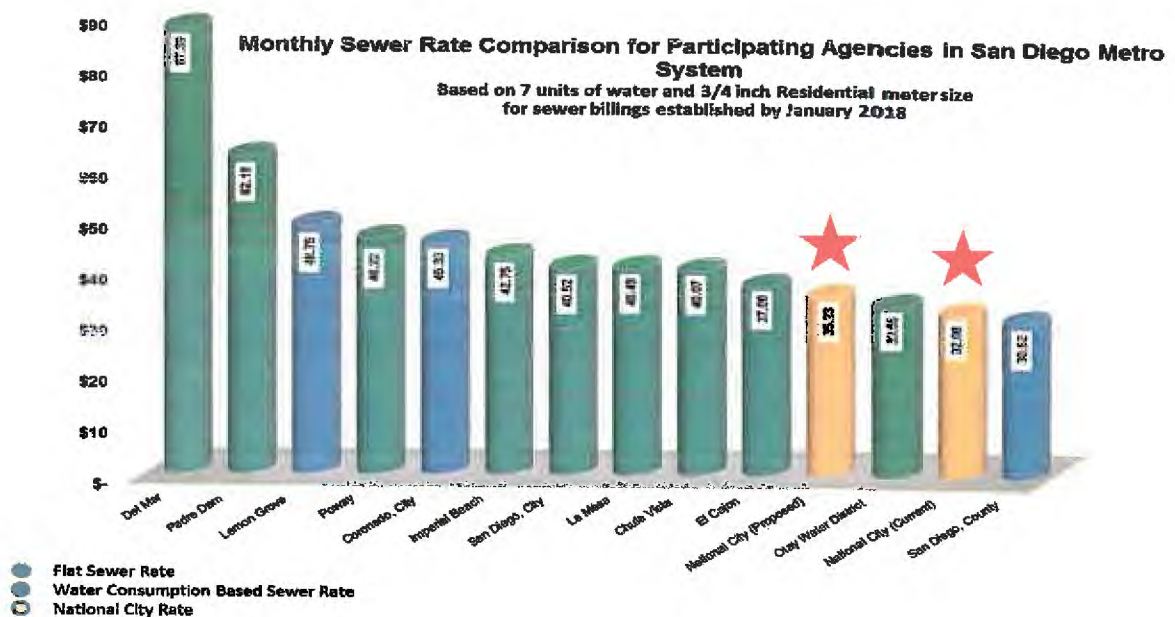


## Long Range Financial Plan: Establishment & Use of Reserves Table

5	<b>Total Revenue</b>	\$ 6,957,939.32	\$ 7,881,478.71	\$ 8,696,609.30	\$ 9,521,184.34	\$10,409,369.16	\$ 11,443,792.61
12	<b>Total Expenses</b>	\$ 7,473,749.71	\$ 10,221,478.71	\$ 12,671,609.30	\$11,866,184.34	\$ 9,794,369.16	\$ 10,148,792.61
13	<b>Fund Balance Prior to Reserves</b>	\$15,014,450.61	\$ 12,674,450.61	\$ 6,699,430.61	\$ 6,354,450.61	\$ 6,989,450.61	\$ 8,264,450.61
14	<b>Reserve Targets:</b>						
15	Operations/Cash Flow	\$ 3,736,874.86	\$ 4,110,739.36	\$ 5,335,804.65	\$ 4,933,092.17	\$ 3,897,184.58	\$ 4,074,395.31
16	Metro Cash Flow	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00
17	Emergency/Wat. Disaster	\$ 1,245,624.95	\$ 1,370,246.45	\$ 1,778,601.55	\$ 1,644,364.06	\$ 1,299,061.53	\$ 1,358,132.10
18	Capital Expansion Reserve	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
19	Capital Replacement Reserve	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
20	<b>Total Recommended Reserves</b>	\$11,382,499.81	\$ 11,880,985.81	\$13,514,406.20	\$12,977,456.23	\$11,596,246.11	\$ 11,832,528.41
21	<b>Fund Balance Over/(Under) Target</b>	\$ 3,631,950.80	\$ 793,464.80	\$ (4,814,955.59)	\$ (6,623,005.62)	\$ (4,626,795.50)	\$ (3,568,077.80)
22	<b>(Use)/Replacement of Reserves</b>	\$ (515,810.39)	\$ (2,340,000.00)	\$ (3,975,000.00)	\$ (2,345,000.00)	\$ 615,000.00	\$ 1,295,000.00

Footnote: (Use)/Replacement of Reserves – A negative value indicates use of reserves required to offset total expenses. A positive value indicates replenishment of reserves based on revenues exceeding expenses.

The following chart represents a monthly sewer rate comparison for PA's before and after the FY 2019 proposed rate increase. With the rate increase for FY 2019, National City would still have the lowest sewer rate among all cities in San Diego County.







# City of National City Sewer Rate Study

September 2017

**Submitted To:**  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

**Submitted By:**  
NV5  
15092 Avenue of Science, Suite 200  
San Diego, CA 92128  
858.385.0500



# City of National City

## Sewer Rate Study

**September 2017**

Prepared for:

City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

Prepared by:

NV5, Inc.  
15092 Avenue of Science, Suite 200  
San Diego, CA 92128  
858.385.0500

NV5

## Contents

1.0	Executive Summary .....	3
1.1	Findings .....	4
1.2	Recommendations.....	5
2.0	Introduction .....	11
2.1	Background: City of National City .....	11
2.2	Background: City of San Diego Metropolitan Sewage Treatment System .....	12
2.3	Rate Study Summary.....	13
3.0	Wastewater Rate Study .....	14
3.1	Overview of the Sewer Service Charge Update Process .....	14

## Tables

Table 1-1 – Sewer Enterprise Fund Long Range Plan without Revenue Adjustments (Status Quo)...	4
Table 1-2 – Recommended Annual Revenue Adjustment .....	5
Table 1-3 - Sewer Enterprise Fund Long Range Plan with Recommended Revenue Adjustments .....	6
Table 1-4: Recommended Annual Sewer Service Charges .....	7
Table 2-1 Summary of Low and High Metro Cost Projections .....	12
Table 3-1: City of National City Revenue Requirements .....	15
Table 3-2: City of National City Long Range Financial Plan .....	18
Table 3-3: Summary of Current Users and Estimated Sewer Flow.....	19
Table 3-4: Comparison of Current Versus Proposed Sewer User Rates .....	20

## Figures

Figure 1-1 Metro Member Agencies Sewer Rates Comparison.....	8
Figure 2-1 Sewer Rate Comparison for Participating Agencies in San Diego Metro System .....	13
Figure 3-1 Overview of the Comprehensive Rate Study Analysis.....	14
Figure 3-2 Major Cost Components of City of National City's FY 2019 Revenue Requirements.....	16
Figure 3-3 Components of FY 2019 Single Family Monthly Rate .....	20

Figure 3-4 Metro Member Agencies Sewer Rate Comparison.....	21
---	----

## Appendices

### Appendix A – Wastewater Rate Study

## Abbreviations

AWWA	American Water Works Association
BMP	Best Management Practices as Prescribed by the State of California
BOD	Biochemical Oxygen Demand – A Measure of Sewage Strength
CIP	Capital Improvement Program or Plan
EDU	Equivalent Dwelling Unit
ENR-CCI	Engineering News Record Construction Cost Index
FY	Fiscal Year Ending June 30
GPD	Gallons per Day
HCF	Hundred Cubic Feet
Metro	City of San Diego Metropolitan Wastewater System
mg/l	Milligrams per Liter
O&M	Operations and Maintenance
PA	Participating Agency in the San Diego Metro System
TSS	Total Suspended Solids – A Measure of Sewage Strength
US EPA	U.S. Environmental Protection Agency



## 1.0 Executive Summary

This report was prepared for the City of National City (City) to document the development of a wastewater multi-year financial plan, cost of service analysis, and rate design for the City (rate case). The specific goals of the study were to:

- Evaluate the adequacy of projected revenues under existing sewer service charges to meet projected revenue requirements;
- Develop a wastewater cost of service and rate model for the City covering a five-year study (Fiscal Year 2019 through Fiscal Year 2023) period for both ongoing operations and planned capital improvements;
- Allocate the projected fiscal years revenue requirements to the various customer classes in accordance with the proportionate share of their wastewater contributions;
- Develop a five-year sewer service charge program that produces revenues adequate to meet financial needs of the City for both their required funding of the City of San Diego's Pure Water Program and the City's operations and capital needs, while recognizing customer costs of service, and local and state legal and policy considerations such as California Constitution Articles XIII C and D (Proposition 218), and Proposition 26; and
- Recommend appropriate reserve levels for operations and capital needs.

## 1.1 Findings

During the course of our analysis in relation to the specific goals of the study we made the following findings:

1. The City of National City last adjusted the sewer service charges in FY 2006.
2. Wastewater service charge revenues at current levels will not be sufficient over the next five years to meet the increasing cost of City operating and capital expenses without negatively affecting fund balance levels<sup>1</sup>. In the absence of annual rate adjustments, projections show that the City would deplete the Net Fund Balance during FY 2022. Line 23 on **Table 1-1** on the next page illustrates the projected financial picture without recommended sewer service charge adjustments, and shows that the City's Fund Balance falls below recommended operating reserve target levels by FY 2019 and falls into a negative cash position by FY 2022.

<sup>1</sup> The term "fund balance" refers to the remaining amounts available after short-term liabilities (monies owed) are paid off with the agency's available cash and other financial resources (such as receivables). The fund balance includes reserved and unreserved components. For the purposes of this Study, this term refers to "available cash excluding reserved monies" and the term "fund" refers to either the Operating or Capital account in which these monies reside.

**Table 1-1 – Sewer Enterprise Fund Long Range Plan without Revenue Adjustments (Status Quo)**

	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
1 Beginning Balance	\$15,530,261.00	\$15,014,450.61	\$11,750,911.22	\$6,037,241.24	\$1,128,996.22	\$ (1,707,433.63)
2 Revenue:						
3 Non-Operating Revenue	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
4 User Fees	\$ 6,942,939.32	\$ 6,942,939.32	\$ 6,942,939.32	\$ 6,942,939.32	\$ 6,942,939.32	\$ 6,942,939.32
5 Total Revenue	\$ 6,957,939.32	\$ 6,957,939.32	\$ 6,957,939.32	\$ 6,957,939.32	\$ 6,957,939.32	\$ 6,957,939.32
6 Operations Expenses:						
7 Collection System Maintenance	\$ 1,935,415.00	\$ 2,015,522.43	\$ 2,099,213.62	\$ 2,184,253.96	\$ 2,263,206.20	\$ 2,341,467.45
8 Metro and JPA costs - Low Projection	\$ 5,538,334.71	\$ 6,205,956.28	\$ 8,572,395.68	\$ 7,681,930.38	\$ 5,531,162.87	\$ 5,807,325.16
9						
10 Total Operations Expenses	\$ 7,473,749.71	\$ 8,221,478.71	\$ 10,671,609.30	\$ 9,866,184.34	\$ 7,794,369.16	\$ 8,148,792.61
11						
12 Capital Improvement Program:						
13 Collection System CIP	\$ -	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00
14 Total Expenses	\$ 7,473,749.71	\$ 10,221,478.71	\$ 12,671,609.30	\$ 11,866,184.34	\$ 9,794,369.16	\$ 10,148,792.61
15 Fund Balance Prior to Reserves	\$ 15,014,450.61	\$ 11,750,911.22	\$ 6,037,241.24	\$ 1,128,996.22	\$ (1,707,433.63)	\$ (4,898,286.92)
16 Reserve Targets:						
17 Operations/Cash Flow	\$ 3,736,874.86	\$ 4,110,739.36	\$ 5,335,804.65	\$ 4,933,082.17	\$ 3,897,184.58	\$ 4,074,396.31
18 Metro Cash Flow	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00
19 Emergency/Nat. Disaster	\$ 1,245,624.95	\$ 1,370,246.45	\$ 1,778,601.55	\$ 1,644,364.06	\$ 1,298,061.53	\$ 1,358,132.10
20 Capital Expansion Reserve	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
21 Capital Replacement Reserve	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
22 Total Recommended Reserves	\$ 11,382,499.81	\$ 11,880,985.81	\$ 13,514,406.20	\$ 12,977,456.23	\$ 11,596,246.11	\$ 11,832,528.41
23 Fund Balance Over/(Under) Reserve Target	\$ 3,631,950.80	\$ (130,074.59)	\$ (7,477,164.96)	\$ (11,848,460.01)	\$ (13,303,679.73)	\$ (16,730,815.32)

3. The City does not have a formal reserve policy for their operations or capital funds.



4. The City does not have a mechanism to pass through wholesale treatment costs from the City of San Diego to customers should those costs rise beyond projections in the cost of service model, or beyond future year projections.
5. The City has an adequate system of sewer service charges to meet regulatory and industry standards, and their current rate schedule reflect the proper elements of a cost of service based rate structure. Thus we are not recommending any structural changes to the current system of charges.

## 1.2 Recommendations

The following lists NV5, Inc.'s (NV5) recommendations to address the findings listed above:

1. Per the cost-of-service analysis contained within this report, NV5 recommends City wastewater service charges be adjusted to reflect current costs of providing sewer service to customers within the City. This recommendation includes adjusting total revenue from rates by 9.8 percent per year beginning in FY 2018 and ending in FY 2023 as shown in **Table 1-2**.

**Table 1-2 – Recommended Annual Revenue Adjustment**

Fiscal Year	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Revenue Adjustment	9.8%	9.8%	9.8%	9.8%	9.8%	9.8%
Effective Month	July	July	July	July	July	July

Based on the cost of service analysis, revenue adjustments per customer class will vary, however, in total, the City requires 9.8 percent more revenue from customer rates each year. Should the City approve these rate adjustments, the projected financial picture of the City should stabilize by FY 2022 as demonstrated in **Table 1-3**, Line 22.

**Table 1-3 - Sewer Enterprise Fund Long Range Plan with Recommended Revenue Adjustments**

	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
1 <b>Beginning Balance</b>	\$ 15,530,261.00	\$ 15,014,450.61	\$ 12,674,450.61	\$ 8,699,450.61	\$ 6,354,450.61	\$ 6,969,450.61
2 <b>Revenue:</b>						
3 Non-Operating Revenue	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
4 User Fees	\$ 6,942,939.32	\$ 7,866,478.71	\$ 8,681,609.30	\$ 9,506,184.34	\$ 10,394,369.16	\$ 11,428,792.61
5 <b>Total Revenue</b>	\$ 6,957,939.32	\$ 7,881,478.71	\$ 8,696,609.30	\$ 9,521,184.34	\$ 10,409,369.16	\$ 11,443,792.61
6 <b>Operations Expenses:</b>						
7 Collection System Maintenance	\$ 1,935,415.00	\$ 2,015,522.43	\$ 2,099,213.62	\$ 2,184,253.96	\$ 2,263,206.29	\$ 2,341,467.45
8 Metro and JPA costs - Low Projection	\$ 5,538,334.71	\$ 6,205,956.28	\$ 8,572,395.68	\$ 7,681,930.38	\$ 5,531,162.87	\$ 5,807,325.16
9 <b>Total Operations Expenses</b>	\$ 7,473,749.71	\$ 8,221,478.71	\$ 10,671,609.30	\$ 9,866,184.34	\$ 7,794,369.16	\$ 8,148,792.61
10 <b>Capital Improvement Program:</b>						
11 Collection System CIP	\$ -	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00
12 <b>Total Expenses</b>	\$ 7,473,749.71	\$ 10,221,478.71	\$ 12,671,609.30	\$ 11,866,184.34	\$ 9,794,369.16	\$ 10,148,792.61
13 <b>Fund Balance Prior to Reserves</b>	\$15,014,450.61	\$ 12,674,450.61	\$ 8,699,450.61	\$ 6,354,450.61	\$ 6,969,450.61	\$ 8,264,450.61
14 <b>Reserve Targets:</b>						
15 Operations/Cash Flow	\$ 3,736,874.86	\$ 4,110,739.36	\$ 5,335,804.65	\$ 4,933,092.17	\$ 3,897,184.58	\$ 4,074,396.31
16 Metro Cash Flow	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00
17 Emergency/Nat. Disaster	\$ 1,245,624.95	\$ 1,370,246.45	\$ 1,778,601.55	\$ 1,644,364.06	\$ 1,299,061.53	\$ 1,358,132.10
18 Capital Expansion Reserve	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
19 Capital Replacement Reserve	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
20 <b>Total Recommended Reserves</b>	\$ 11,382,499.81	\$ 11,880,985.81	\$ 13,514,406.20	\$ 12,977,456.23	\$ 11,596,246.11	\$ 11,832,528.41
21 <b>Fund Balance Over/(Under) Target</b>	\$ 3,631,950.80	\$ 793,464.80	\$ (4,814,955.59)	\$ (6,623,005.62)	\$ (4,626,795.50)	\$ (3,568,077.80)
22 <b>(Use)/Replacement of Reserves</b>	\$ (515,810.39)	\$ (2,340,000.00)	\$ (3,975,000.00)	\$ (2,345,000.00)	\$ 615,000.00	\$ 1,295,000.00



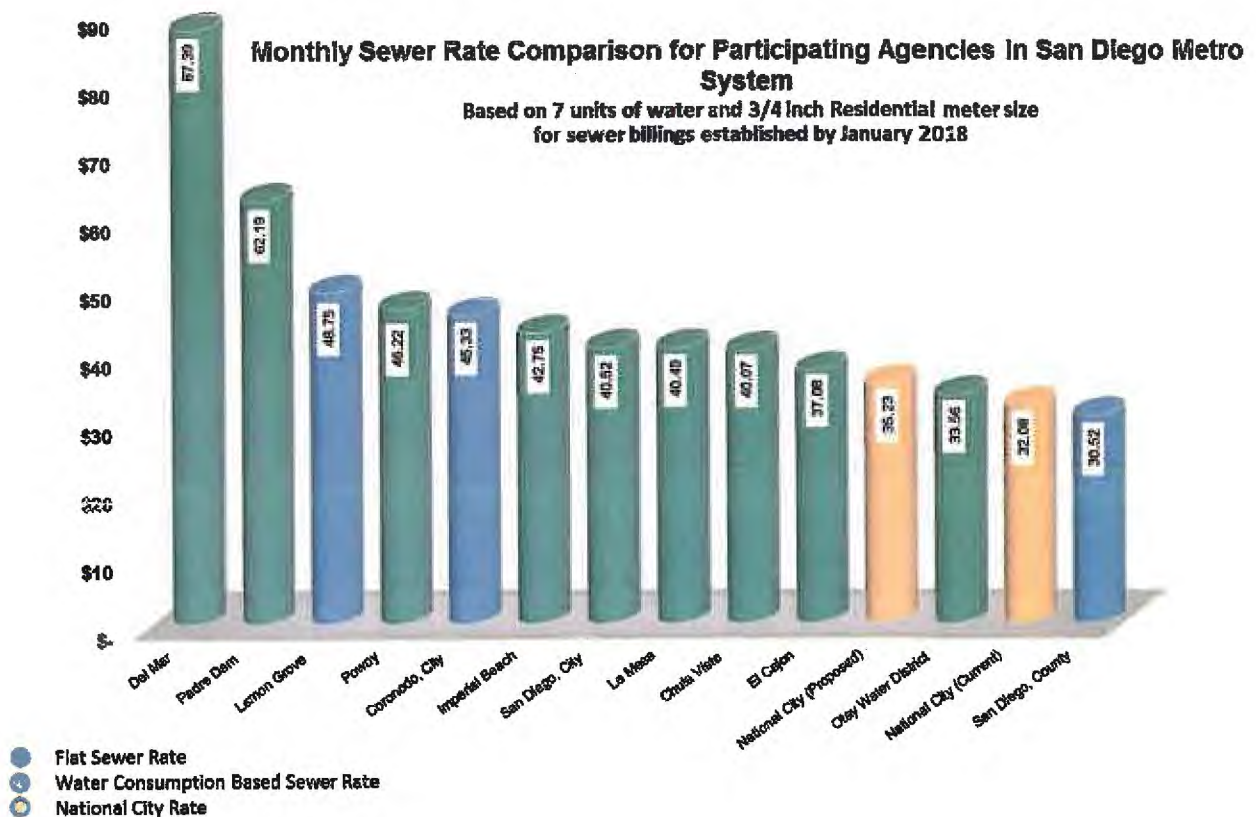
2. Based on cost of service and projected revenue requirements the City should adopt the following sewer service charges. Table 1-4 shows the proposed sewer charges for FY 2019 through FY 2023 and compares them to existing charges.

Table 1-4: Recommended Annual Sewer Service Charges

User Class	Current	2019	2020	2021	2022	2023
<b>Residential: \$ Per Month</b>						
Single Family	\$ 32.08	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-family/Condo	\$ 25.00	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 19.50	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22
<b>Non-Residential: \$ Per HCF</b>						
Commercial - Low	\$ 3.03	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium Low	\$ 3.12	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
Commercial - Medium	\$ 4.09	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium High	\$ 4.90	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	\$ 6.12	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

**Figure 1-1** summarizes all San Diego Metro Member Agencies comparative sewer user rates based on 7 HCF of water usage/sewer flow and a residential monthly base fee. It should be noted that the rates shown are those effective July 1, 2017. The figure also includes the City's current monthly rate as well as the proposed FY 2019 rate of \$35.23 per EDU per month. The City's first proposed rate adjustment will **not begin** until July 1, 2018. By that time the majority of these rates will be 5% to 10% higher as all agencies except San Diego either have adopted current rate cases or are in the process of updating their current rate cases to phase in the required Pure Water Program costs. Even with the proposed 5-year rate adjustments National City will still enjoy some of the lowest rates among the users of the San Diego Metro System. The proposed FY 2019 single family rate will be as low as 35.23 which is 37% lower than the **existing** (FY 2018) average Metro member agency rate of \$50.82.

**Figure 1-1 Metro Member Agencies Sewer Rates Comparison**



3. The City should establish a definitive reserve policy to protect the financial integrity of their sewer enterprise fund. The following operational and capital reserves are recommended:

<b>Operations/Cash Flow Reserve</b>	The operating reserve provides working capital for day-to-day operations and helps to absorb fluctuations in cash balances due to routine difference in revenue and expense cycles. The City of National City places their sewer service charges on the annual County of San Diego Property Tax Roll for cost effective and efficient collection of these charges. Therefore a 50% cash flow reserve is recommended.
<b>Metro Cash Flow Reserve</b>	In 2015 San Diego provided the City with a draft financing plan for the Pure Water Program which established National City's non-debt funded portion of the program to be \$4.4 million in estimated pay-go expenses. It is recommended that the City establish a Metro Cash Flow Reserve in this amount to be used to offset unplanned cost increases for this project
<b>Emergency/Natural Disaster Reserve</b>	Recent historic events such as Hurricanes Harvey & Irma have only emphasized the need for an agency to have additional monies set aside to pay for unforeseen events such a restoring service to flooded pump stations, etc. It is recommended that this reserve be established at a minimum of 60-days of operating cash. This would provide cash-flow until the City is able to secure outside funding and/or FEMA reimbursements.
<b>Capital Expansion and Replacement Reserves</b>	The expansion and replacement reserve provides funding for replacement, repair, or rehabilitation of wastewater infrastructure due to routine capital project planning or in the event of catastrophic failure of a major system asset. The City's current master plan estimates these needs to be \$2 million per year and thus we are recommending that the reserve be established at this level.



4. NV5 recommends that the City provide a provision to give the City the ability to pass through City of San Diego wholesale transportation, treatment, and disposal costs to customers should those costs rise beyond projections in the cost of service model or beyond what the City notices to customers at time of rate implementation. This action would obviate the need for the City to conduct another Proposition 218 mailed 45-day notice and public hearing requirement. The authority to provide this provision is located in California Government Code Section 53756. Specifically, the Government Code reads as follows:

*An agency providing water, wastewater, sewer, or refuse collection service may adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases in wholesale charges for water, sewage treatment, or wastewater treatment or adjustments for inflation, if it complies with all of the following:*

*(a) It adopts the schedule of fees or charges for a property-related service for a period not to exceed five years pursuant to Section 53755.*

*(b) The schedule of fees or charges may include a schedule of adjustments, including a clearly defined formula for adjusting for inflation. Any inflation adjustment to a fee or charge for a property-related service shall not exceed the cost of providing that service.*

*(c) The schedule of fees or charges for an agency that purchases wholesale water, sewage treatment, or wastewater treatment from a public agency may provide for automatic adjustments that pass through the adopted increases or decreases in the wholesale charges for water, sewage treatment, or wastewater treatment established by the other agency.*



## 2.0 Introduction

This study (Study) takes a long-range planning approach to establishing wastewater service charges and fees. A discussion of the long-range plan and recommended sewer charge and fee adjustments are included in the following section of this report. The analyses contained herein include operation and maintenance (O&M) costs, City of San Diego Metropolitan Wastewater Department (Metro) transportation, treatment and disposal costs, reserve levels, and identified capital improvement projects (CIP). To that end, the Study examines the revenues generated by the City and makes recommendations for revenue adjustments, as needed. The City retained NV5 in 2017 to update a wastewater cost of service study previously developed by PBS&J in FY 2003. Karyn Keese of The Keze Group, LLC, is the lead rate consultant for this Study and was the rate consultant from PBS&J who prepared the FY 2003 study which established the City's sewer user charges from FY 2003 to FY 2006. As stated earlier, the FY 2006 sewer service charges are still in effect today.

For purposes of this report, the study period is the fiscal years beginning July 1, 2018 and ending June 30, 2023. Unless otherwise noted, references in this report to a specific year are for the City's fiscal year ending June 30. To avoid confusion between calendar and fiscal years, the term FY refers to the year beginning July 1 and ending June 30. Presented herein are the results of a Study of the City's projected revenues, revenue requirements, cost of service, and rates for service.

### 2.1 Background: City of National City

The City provides wastewater service to approximately 17,000 customers within the incorporated area of the City of National City. It owns and operates approximately 100 miles of pipeline, 2,000 manholes, and 2 lift stations. The collection, treatment, and disposal of wastewater in an environmentally safe and efficient manner promote healthy communities and increase the quality of life for local residents.

The City is responsible for collecting and conveying wastewater flows originating within the City to the City of San Diego's Point Loma Treatment Plant for treatment and disposal. The City's primary goals are operating the sewerage system safely and efficiently while meeting the needs of their customers.

To meet these goals, the City undertakes routine cleaning, inspections, and repairs and rehabilitates its facilities as needed. The wastewater system operates in an area subject to strict regulatory oversight by Federal and State agencies such as the U.S. Environmental Protection Agency (US EPA) and the California State Water Resources Control Board (SWRCB). The City must comply with a multitude of laws including, but not limited to, State Wastewater Discharge Requirements



(WDRs). Complying with these regulations and resulting mandates contributes to a large share of the cost burden on the City's system.

The City completed a Wastewater Master Plan in 2011 which will be updated in the near future, this plan identified an average of \$2 million per year in required rehabilitation and expansion projects for the next 9 years following the Plan. These annual projected capital improvement costs (CIP) are incorporated into this Study and form the basis for the City's annual capital requirements.

## 2.2 Background: City of San Diego Metropolitan Sewage Treatment System

The City of National City is one of thirteen participating agencies (PAs) who send their wastewater to the City of San Diego Metropolitan Sewage Treatment System (Metro) for treatment and disposal. Along with the other PAs the City entered into the Regional Disposal Agreement with San Diego in 1998. Due to positive financial negotiations with San Diego since that time and especially the establishment of the "Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage" during FY 2010 the City has enjoyed stable annual billings for the last 8 years from the City of San Diego. However, in 2015 the City of San Diego initiated a multi-billion dollar public works project entitled the Pure Water Program which will provide the double benefit of "secondary equivalency" to San Diego's wastewater customers including National City as well as a significant new potable water supply for the City of San Diego.

In September 2016 the City of San Diego provided the PAs with a range of annual costs from FY 2016 through FY 2022 for Phase I of the Pure Water Program. These annual cost increases began with FY 2018 (current fiscal year) and are the basis for establishing the San Diego portion of the revenue requirement developed by this Study.

In September 2016 the City of San Diego provided the PAs with a range of annual costs from FY 2016 through FY 2022 for Phase I of the Pure Water Program. These projections provided both a low and a high end-of-range. Table 2-1 below summarizes the range of costs provided to National City which are recommended by San Diego to be used in establishing this rate case. After discussions with City staff NV5 is recommending that the Metro low cost numbers be used for this rate analysis, and that a pass-through resolution should be adopted should the costs exceed the Metro low projections.

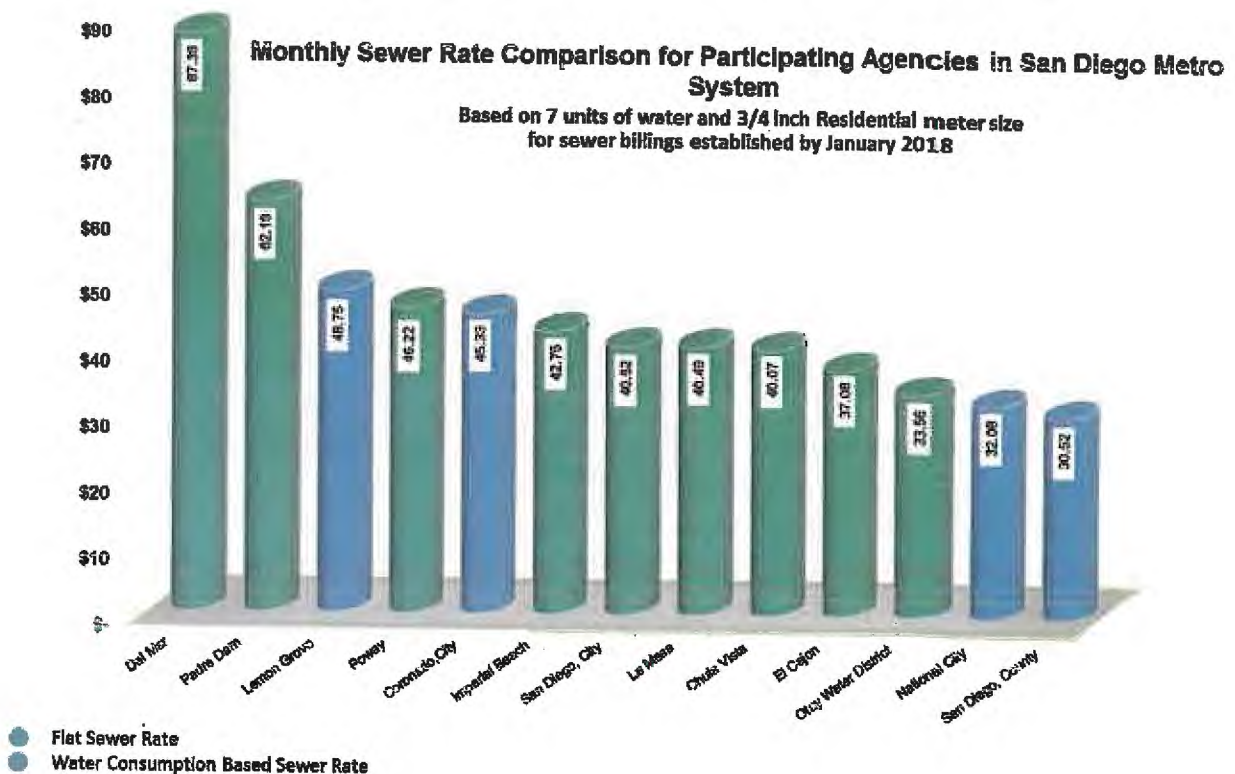
**Table 2-1 Summary of Low and High Metro Cost Projections**

	FY18	FY19	FY20	FY21	FY22	FY23
Metro Low Treatment Costs	\$5,520,749	\$6,187,843	\$ 8,553,739	\$7,662,714	\$5,511,370	\$5,786,939
Metro Transportation & JPA Costs	\$ 17,586	\$ 18,113	\$ 18,657	\$ 19,216	\$ 19,793	\$ 20,387
<b>Total Metro Low Costs</b>	<b>\$5,538,335</b>	<b>\$6,205,956</b>	<b>\$ 8,572,396</b>	<b>\$7,681,930</b>	<b>\$5,531,163</b>	<b>\$5,807,325</b>
Metro High Treatment Costs	\$6,101,880	\$6,839,195	\$10,264,486	\$9,195,257	\$6,613,645	\$6,944,327
Metro Transportation & JPA Costs	\$ 17,586	\$ 18,113	\$ 18,657	\$ 19,216	\$ 19,793	\$ 20,387
<b>Total Metro High Costs</b>	<b>\$6,119,466</b>	<b>\$6,857,308</b>	<b>\$10,283,143</b>	<b>\$9,214,473</b>	<b>\$6,633,438</b>	<b>\$6,964,714</b>

## 2.3 Rate Study Summary

The City of National City customers enjoy some of the lowest sewer service charges in the Metro System as shown in **Figure 2-1** and have for many years. The City last adjusted sewer service charges in FY 2006 and the FY 2018 charge is 38% lower than the average Metro PA rate of \$50.82 per month. However, the City's increased internal CIP requirements and the costs associated with the Pure Water Program require that the City adjust their sewer rates for the next five years at an average of 9.8% per year.

**Figure 2-1 Sewer Rate Comparison for Participating Agencies in San Diego Metro System**



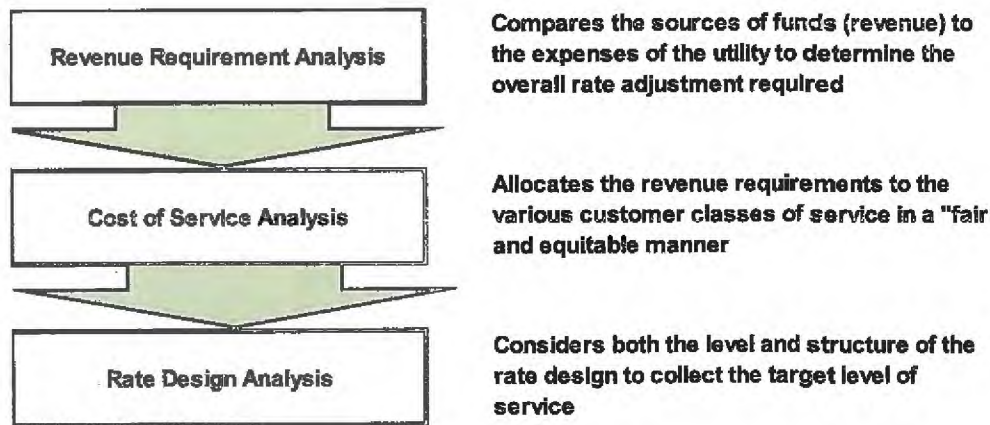


## 3.0 Wastewater Rate Study

### 3.1 Overview of the Sewer Service Charge Update Process

A comprehensive rate study typically utilizes three interrelated analyses to address the adequacy and equity of the utility's rates. These three analyses are a revenue requirement analysis, a cost of service analysis, and a rate design analysis. The process is illustrated in **Figure 3 -1**.

**Figure 3-1 Overview of the Comprehensive Rate Study Analysis**



The City's sewer utility was evaluated on a "stand-alone" basis. That is, no subsidies between the utility or other City funds occur. By viewing the utility on a stand-alone basis, the need to adequately fund both operations and maintenance (O&M) and capital infrastructure (CIP) must be balanced against the rate impacts on utility customers.

A detailed and comprehensive process was used to review the City's rates. As a part of the rate study process a number of on-site project meeting and conference calls were used to review the results with City management, staff, and the City Council. From this process, final proposed rates were developed and their development is reviewed in this section of the report. Following is a summary of each step in the process.



**Revenue Requirement Analysis:** The revenue requirement analysis revealed that several significant financial changes have occurred since the City's 2003 rate study and subsequently adopted sewer user rates. The significant changes are:

- The 2011 Wastewater Master Plan contains an annual capital requirement of \$2 million needed in capital projects for the next 9 years. These costs were not included in the City's FY 2018 adopted budget.
- The planning phase of the City of San Diego's Pure Water Program has begun and during FY 2018 to FY 2023 additional Metro costs are anticipated for Phase 1 of this program. City of San Diego staff has identified the increased funding level for the participating agencies from the 2010 adopted Protocol level of \$65 million to \$128 million per year over the next four-years. The City's portion of this budget is currently 7.4%. National City's increased funding level for the Pure Water Program is included in this rate case.

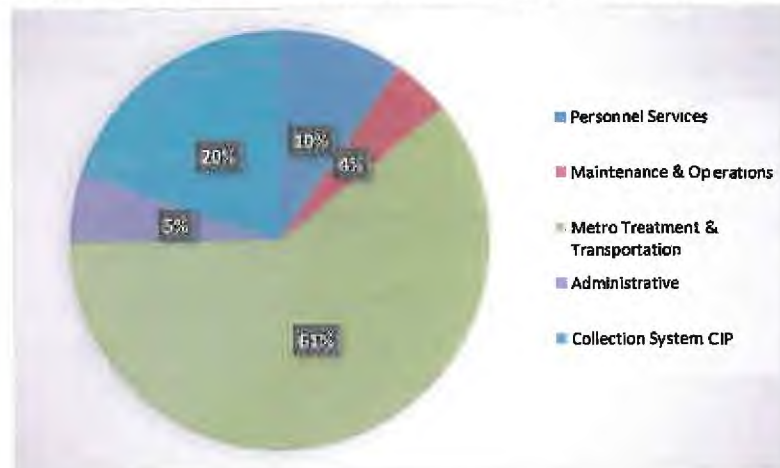
The largest component of the City of National City's revenue requirement is the costs associated with transportation, treatment, and disposal of the City's wastewater by the Metro facilities. A summary of the projected City collection system O&M and CIP, plus San Diego Metro expenses to be included in the City's rate case, are included on Table 3-1.

**Table 3-1: City of National City Revenue Requirements**

	FY19	FY20	FY21	FY22	FY23
Personnel Services	\$ 991,191	\$ 1,044,152	\$ 1,097,540	\$ 1,143,891	\$ 1,188,573
Maintenance & Operations	\$ 457,423	\$ 471,146	\$ 485,280	\$ 499,838	\$ 514,834
Metro Treatment & Transportation	\$ 6,205,956	\$ 8,572,396	\$ 7,681,930	\$ 5,531,163	\$ 5,807,325
Administrative	\$ 540,349	\$ 556,560	\$ 573,257	\$ 590,454	\$ 608,168
Collection System CIP	\$ 2,026,560	\$ 2,027,356	\$ 2,028,177	\$ 2,029,022	\$ 2,029,893
	\$ 10,221,479	\$ 12,671,609	\$ 11,866,184	\$ 9,794,369	\$ 10,148,793

Figure 3-2 shows the percentage of each of the major cost centers in the City's rate case. As noted the majority of all required revenue from rates (61%) will be paid directly to the City of San Diego.

Figure 3-2 Major Cost Components of City of National City's FY 2019 Revenue Requirements



As a part of establishing the revenue requirement for the City's rate case City staff requested NV5 consultant's guidance in establishing a sound reserve policy to financially protect the City's sewer enterprise fund. At the end of FY 2017 (June 30, 2017) the City's sewer enterprise fund showed a reserve cash fund balance of \$15.5 million. NV5 consultants reviewed with City staff industry standard guidelines in establishing formal reserve policies as well as the City's needs for financial stability and potential exposures to external forces which could require unplanned O&M or capital expenditures. After review of these guidelines and exposures the following formal reserve policy is recommended for the City consisting of three cash flow reserves and two capital reserves. The establishment of this reserve policy has been integrated into the projected revenue requirements for the rate case.

**Operations/Cash Flow Reserve:** The operating reserve provides working capital for day-to-day operations and helps to absorb fluctuations in cash balances due to routine difference in revenue and expense cycles. The City of National City places their sewer service charges on the annual County of San Diego Property Tax Roll for cost effective and efficient collection of these charges. The City's fiscal year begins July 1 of each year and must fund their ongoing operations and capital budget requirements starting at that date. However, the City does not receive their first revenues from the tax roll until January of the following year and thus there is a lag of budget funding of six months. Therefore, a 50% cash flow reserve is recommended to allow for the orderly payment of the City's sewer enterprise fund's expenditures throughout the fiscal year.



***Metro Cash Flow Reserve:*** In 2015 the City of San Diego launched their Pure Water San Diego Program, a massive public works project, which introduces an additional risk of annual cost overruns to the City's required payments to San Diego for transportation, treatment, and disposal of wastewater collected from the City's customers. In 2015 San Diego provided the City with a draft financing plan for the entire program which established National City's non-debt funded portion of the program to be \$4.4 million in estimated pay-go expenses. It is recommended that the City establish a Metro Cash Flow Reserve in this amount to be used to offset unplanned cost increases for this project.

***Emergency/Natural Disaster Reserve:*** Recent historic events such as Hurricane Harvey have only emphasized the need for an agency to have additional monies set aside to pay for unforeseen events such as restoring service to flooded pump stations, etc. It is recommended that this reserve be established at a minimum of 60-days of operating cash. This would provide cash-flow until the City was able to secure outside funding and/or FEMA reimbursements.

***Capital Expansion and Replacement Reserves:*** As a participating agency (PA) in the San Diego Metro System the City is required by State and US EPA regulations to maintain reserves that provide for the expansion and replacement of the City's collection system. The expansion and replacement reserve provides funding for replacement, repair, or rehabilitation of wastewater infrastructure due to routine capital project planning or in the event of catastrophic failure of a major system asset. The City's current master plan estimates these needs to be \$2 million per year and thus we are recommending that the reserve be established at this level.

The final step in determining the revenue requirement for the City's rate case was to overlay the projected expenditures for the next five years as summarized in **Table 3-1** and the recommended reserve policy. **Table 3-2** creates a long-range plan showing the use of reserves to moderate the annual rate adjustment to 9.8% per year starting in FY 2019 from FY 2018 through FY 2021. The use/replacement of the City's reserves is shown on **Line 22**. A detailed copy of the five-year revenue requirement is included in **Appendix A** to this report.

**Table 3-2: City of National City Long Range Financial Plan**

	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023
1 Beginning Balance	\$15,530,261.00	\$ 15,014,450.61	\$ 11,750,911.22	\$ 6,037,241.24	\$ 1,128,996.22	\$ (1,707,433.63)
2 Revenue:						
3 Non-Operating Revenue	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
4 User Fees	\$ 6,942,939.32	\$ 6,942,939.32	\$ 6,942,939.32	\$ 6,942,939.32	\$ 6,942,939.32	\$ 6,942,939.32
5 Total Revenue	\$ 6,957,939.32	\$ 6,957,939.32	\$ 6,957,939.32	\$ 6,957,939.32	\$ 6,957,939.32	\$ 6,957,939.32
6 Operations Expenses:						
7 Collection System Maintenance	\$ 1,935,415.00	\$ 2,015,522.43	\$ 2,099,213.62	\$ 2,184,253.96	\$ 2,263,206.29	\$ 2,341,467.45
8 Metro and JPA costs - Low Projection	\$ 5,538,334.71	\$ 6,205,956.28	\$ 8,572,395.68	\$ 7,681,930.38	\$ 5,531,162.87	\$ 5,807,325.16
9						
10 Total Operations Expenses	\$ 7,473,749.71	\$ 8,221,478.71	\$ 10,671,609.30	\$ 9,866,184.34	\$ 7,794,369.16	\$ 8,148,792.61
11						
12 Capital Improvement Program:						
13 Collection System CIP	\$ -	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 2,000,000.00
14 Total Expenses	\$ 7,473,749.71	\$ 10,221,478.71	\$ 12,671,609.30	\$ 11,866,184.34	\$ 9,794,369.16	\$ 10,148,792.61
15 Fund Balance Prior to Reserves	\$ 15,014,450.61	\$ 11,750,911.22	\$ 6,037,241.24	\$ 1,128,996.22	\$ (1,707,433.63)	\$ (4,898,286.92)
16 Reserve Targets:						
17 Operations/Cash Flow	\$ 3,736,874.86	\$ 4,110,739.36	\$ 5,335,804.65	\$ 4,933,092.17	\$ 3,897,184.58	\$ 4,074,396.31
18 Metro Cash Flow	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00	\$ 4,400,000.00
19 Emergency/Nat. Disaster	\$ 1,245,624.95	\$ 1,370,246.45	\$ 1,778,601.55	\$ 1,644,364.06	\$ 1,299,061.53	\$ 1,358,132.10
20 Capital Expansion Reserve	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
21 Capital Replacement Reserve	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
22 Total Recommended Reserves	\$ 11,382,499.81	\$ 11,880,985.81	\$ 13,514,406.20	\$ 12,977,456.23	\$ 11,596,246.11	\$ 11,832,528.41
23 Fund Balance Over/(Under) Reserve Target	\$ 3,631,950.80	\$ (130,074.59)	\$ (7,477,164.96)	\$ (11,848,460.01)	\$ (13,303,679.73)	\$ (16,730,815.32)

**Cost of Service Analysis:** The cost of service analysis revealed that several major changes have occurred in users and use since the City's 2003 rate study and subsequently adopted sewer user rates. The significant changes are:

- As with other communities in San Diego County and Southern California the City's citizens and businesses have decreased their water usage significantly since FY 2003. This has decreased revenues from the commercial and industrial users of the City who are billed on their annual water usage
- The City uses an equivalent dwelling unit (EDU) system of rates for their residential users. Historically the City has used 280 gallons per day (gpd) for a single family residential user for billing purposes. Multi-family/condo units are considered to be 0.78 EDU and mobile home units 0.61 EDUs. These EDUs are consistent with industry standards for EDU based user systems. However, due to the decreased water use by residential as well as commercial/industrial users the gallons per EDU have decreased to an estimated 240 gpd. 240 gpd is consistent with the majority of the PAs wastewater generation rate (in gpd) for EDUs such as the County of San Diego and the City of Lemon Grove.



The City's rate model was updated with the number of residential and commercial/industrial users used for billing purposes on the FY 2018 tax roll. As noted above the gallons for residential EDUs were revised to 240 gpd per EDU and the most recent water usage for commercial/industrial users was included.

Table 3-3 summarizes the current number of City users and their projected sewer flows based on the current tax roll water use data for FY 2018.

**Table 3-3: Summary of Current Users and Estimated Sewer Flow**

Units of Service and Loadings		FLOW:			BOD:		SS:	
User Group	No. of Active Customers	(A) Total Flow (MGD)	(B) Total Flow (HCF)	(C) Annual Flow (MG/Year)	(D) BOD User (MG/L)	(E) Annual BOD Load (LBS/YR)	(F) SS per User (MG/L)	(G) Annual Load (LBS/YR)
Single Family	5,873	1.4095		514.47	200	858,116	200	858,116
Multi-family/Condo	9,840	1.8420		672.36	200	1,121,439	200	1,121,439
Mobile Homes	370	0.0542		19.77	200	32,977	200	32,977
<b>Subtotal- Residential</b>	<b>16,083</b>	<b>3.3057</b>	<b>0</b>	<b>1,206.59</b>		<b>2,012,532</b>		<b>2,012,532</b>
Commercial - Low*	770	0.7045	343,530	257.13	200	428,882	200	428,882
Commercial - Medium Low	203	0.1495	72,891	54.56	200	91,001	300	136,502
Commercial - Medium	8	0.0387	18,858	14.12	400	47,087	400	47,087
Commercial - Medium High	90	0.1014	49,445	37.01	600	185,190	500	154,325
Commercial - High	29	0.0482	23,494	17.59	680	99,726	900	131,991
<b>Subtotal Non-Residential</b>	<b>1,100</b>	<b>1.0422</b>	<b>508,218</b>	<b>380.40</b>		<b>851,887</b>		<b>888,787</b>
<b>TOTAL</b>	<b>17,183</b>	<b>4.3479</b>	<b>508,218</b>	<b>1,586.99</b>		<b>2,864,419</b>		<b>2,911,319</b>

**Rate Design Analysis:** As part of the rate setting process a routine review of an agency's sewer service charge rate structure is performed. This is done to assure that the agency's rate structure meets industry standards as well as complies with local, State, and Federal guidelines and regulations.

The City of National City first established their current rate structure in the mid-1990's and it was submitted to the State Water Resources Control Board of the State of California (SWRCB) and the US EPA. The rate structure and the cost allocations upon which it is based were approved by both the SWRCB and the US EPA. These principles still meet industry standards today and follows Best Management Practices (BMP's) established by the State of California, and thus there are no recommended changes to the existing rate structure.

The City uses a combination of EDU's for residential users and water based rates for commercial/industrial users. Single family residential users are considered to be 1 EDU, and multi-family/condo users 0.78 EDU, and mobile home users 0.61 EDU. Commercial/industrial users are grouped based on their estimated sewage strengths into five classes of users. Each year 90% of the prior year's water usage per commercial/industrial customer is used to determine the upcoming year's sewer service charge.

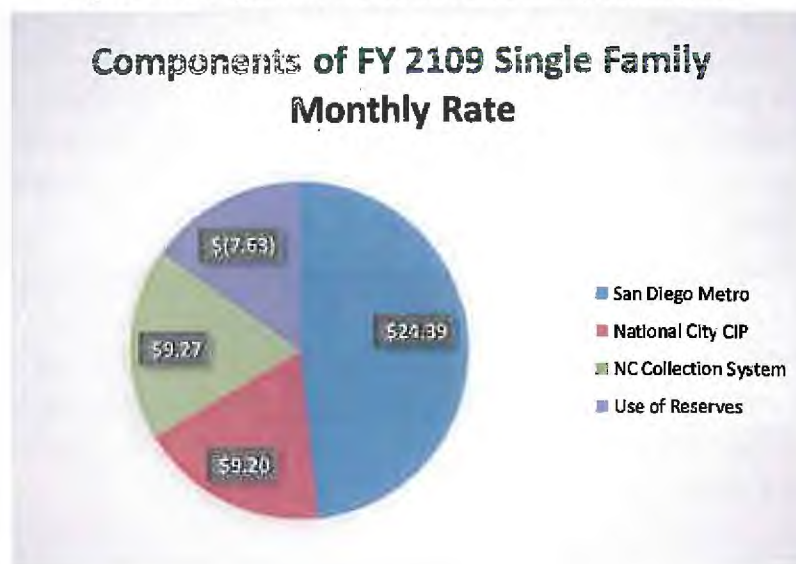
All classes of users will continue to be billed their annual sewer service charge on the County of San Diego tax roll based on either their EDU classification or their annual water usage and sewage strength category. **Table 3-4** compares the current FYE 2018 sewer rates with the proposed FYE 2019 through FYE 2023 of the proposed rate case. The entire output from the rate model showing all steps in the rate case is contained in **Appendix A** to this Study

**Table 3-4: Comparison of Current Versus Proposed Sewer User Rates**

User Class	Current	2019	2020	2021	2022	2023
<b>Residential: \$ Per Month</b>						
Single Family	\$ 32.08	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-family/Condo	\$ 25.00	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 19.50	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22
<b>Non-Residential: \$ Per HCF</b>						
Commercial - Low	\$ 3.03	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium Low	\$ 3.12	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
Commercial - Medium	\$ 4.09	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium High	\$ 4.90	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	\$ 6.12	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

As discussed earlier in this report, the majority of the revenue requirement recovered by the City's sewer service charges go to pay for cost associated with charge from San Diego Metro. **Figure 3-3** summarizes the major components of the proposed FY 2019 monthly single family sewer service charge of \$35.23 per EDU. This figure also shows the use of City reserves to phase in the Pure Water Program and City CIP costs:

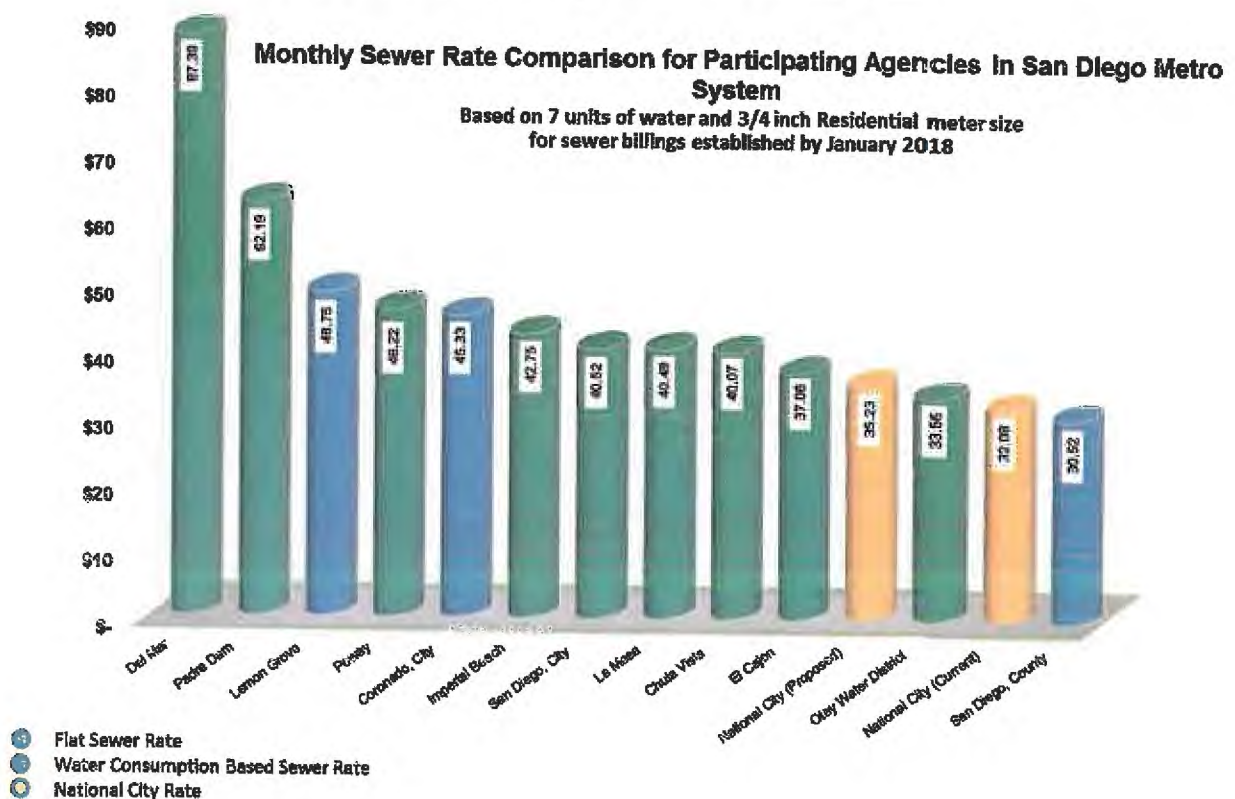
**Figure 3-3 Components of FY 2019 Single Family Monthly Rate**





**Figure 3-4** summarizes all San Diego Metro Member Agencies comparative sewer user rates based on 7 HCF of water usage/sewer flow and a residential monthly base fee. It should be noted that the rates shown are those effective July 1, 2017. The City's first proposed rate adjustment is not until July 1, 2018. By that time the majority of these rates will be 5% to 10% higher as all agencies except San Diego either have adopted current rate cases or are in the process of updating their current rate cases to phase in the required Pure Water Program costs. Even with the proposed 5-year rate adjustments National City will still enjoy some of the lowest rates among the users of the San Diego Metro System. The proposed FY 2019 single family rate will be as low as \$35.23 which is 37% lower than the existing (FY 2018) average Metro member agency rate of \$50.82

**Figure 3-4 Metro Member Agencies Sewer Rate Comparison**





## Appendix A – Rate Model

- Assumptions
- Wastewater Operations & Maintenance Budget
- Budget Summary
- Step 1 – Customer Summary and Estimated Flows
- Step 2 – Determination of Unit Costs
- Step 3 – Sewer User Rate Calculations by Fund and Cost





## **NOTICE OF PUBLIC HEARING**

to Consider Proposed Adjustments to  
Sewer Service Charges

**Tuesday, December 5, 2017, 6:00 p.m.**

### **Proposition 218**

Pursuant to Article XIID of the California Constitution and the Proposition 218 Omnibus Implementation Act, the City of National City (the "City") hereby gives notice that a public hearing will be held on December 5, 2017, at 6:00 PM, or as soon as possible thereafter as the matter can be heard, at the regularly scheduled City Council meeting. The public hearing will be held in the Council Chamber of the Civic Center, located at 1243 National City Boulevard, National City, California.

Upon conclusion of the public hearing, the City Council will consider a proposed increase to the cost the City charges for sewer service for Fiscal Year 2018/19 through 2022/23. If approved, the rate adjustment will become effective on customers' 2018/19 property tax bills. For more detailed information on how the sewer rates were calculated, copies of the NV5 rate study analysis (see below) are available at <http://www.nationalcityca.gov/government/engineering-public-works/engineering-division/sewer-service> or at the Engineering / Public Works Department, located at 1243 National City Boulevard, National City, California, 91950, Telephone No. (619)-336-4580.

### **Reason for Proposed Rate Increase**

The City is provided wastewater treatment and disposal services by the City of San Diego's Metropolitan Wastewater System ("Metro"). The proposed rate adjustments will allow the City to collect sufficient revenue so the City may continue providing sewer service to customers in the face of sharply increasing operating costs from Metro to fund the Pure Water Program. The proposed rate adjustments will also enable the City to pay for capital improvements that are essential for operating the sewer system in a safe and financially prudent manner. Revenues derived from the City's sewer service charges, and any adopted adjustments described in this notice, will be used solely for the actual and necessary expenses of providing sewer service to customers. The City is prohibited by law from making a profit on sewer service.

Engineering & Public Works Department  
1243 National City Boulevard, National City, CA 91950-4301  
(619) 336-4380 Engineering \* (619) 336-4580 Public Works \* Fax (619) 336-4397  
[www.nationalcityca.gov](http://www.nationalcityca.gov)



The City elected to conduct a comprehensive review of its sewer rates for all users to ensure the long term stability of its sewer services. The new proposed rate increases are based on a September 2017 rate study titled "City of National City Sewer Rate Study" ("Study") conducted by NV5, a well-respected engineering and consulting firm. NV5 considered all sewer-related factors described in this notice, in addition to other, more specific information described in the Study, in conducting their sewer rate analysis. The Study, and its underlying rate methodology, is available at <http://www.nationalcityca.gov/government/engineering-public-works/engineering-division/sewer-service>. Copies of the Study are also available at the Engineering/Public Works Department at the Civic Center. The Study's underlying rate methodology will be discussed in more detail at the December 5th public hearing.

### **Protest Procedure**

The property owner of record may file a written protest to the proposed rate adjustment. Property owners do not have to attend the public hearing in order to file a protest. Protests may be mailed to: City Clerk, 1243 National City Boulevard, National City, California 91950. If protesting by mail, please write on the front of the envelope that the enclosed letter of protest is for the proposed sewer rate adjustments. All protests must be received before the close of the public comment portion of the public hearing on **December 5, 2017**. Any protests received after that date and time, even if postmarked on or prior to that date, will not be counted.

Any protest received via e-mail, fax, or other electronic means shall also not be counted. The signature on the protest must be that of the property owner of record and be an original signature. Protests with copies of signatures will not be counted. Oral comments do not qualify as a protest, unless accompanied by a written protest. While customers who live on property owned by others may attend the public hearing, the City will only count written protests filed by property owners. Only one valid protest per parcel will be counted.

**In order to be counted, each protest must contain the following:**

1. State that the property owner of record does not agree with the proposed rate increase.

Engineering & Public Works Department  
1243 National City Boulevard, National City, CA 91950-4301  
(619) 336-4380 Engineering \* (619) 336-4580 Public Works \* Fax (619) 336-4397  
[www.nationalcityca.gov](http://www.nationalcityca.gov)





2. Identify the location of the parcel by street address, assessor's parcel number (APN) listed on the address label of your envelope, or City account number.
3. Provide the printed name and original signature of the property owner submitting the protest.
4. If you wish to protest and you own multiple properties, you may file one valid protest for each parcel that you own. Only one protest will be counted per parcel. For example, if you own five parcels and you wish to file protests for each of your properties, you must file five separate protests.
5. If you wish to protest and your parcel is owned by more than one person, or by a corporation or other legal entity, you may only file one protest for that parcel. Proper documentation must be provided showing that the person who signs the protest has the authority to sign on behalf of the other owners, corporation, or legal entity.
6. If the name of the property owner was not shown on San Diego County's last equalized assessment roll as the owner of record, you must provide the City with a certified copy of a recorded deed.

Individuals with disabilities, who require reasonable accommodation under the Americans with Disabilities Act in order to participate in the public hearing, should contact the City Clerk's Office as far in advance of the public hearing as possible.

### **Proposed Increases**

The City last adjusted sewer service charges in FY 2006. The NV5 Study showed that, over the next five years, current sewer service revenues will not meet the increasing cost of City operating and capital expenses. The City system of sewer service charges meets regulatory and industry standards and the current rate schedule reflects the proper elements of a cost-of-service-based rate structure. No structural changes to the current system of charges will be made.

Based upon the Study, rate increases will be considered for each of the City's four distinct sewer customer groups: (1) single-family residential; (2) multi-family; (3) mobile home parks; and (4) commercial/industrial. The City maintains a specific sewer charge formula for each of these four customer groups. Single family, multi-family, and mobile home customers are billed flat rates based on a system of equivalent dwelling units established for each of these three customer groups. Commercial/industrial users are placed into one of five rate categories

Engineering & Public Works Department  
1243 National City Boulevard, National City, CA 91950-4301  
(619) 336-4380 Engineering \* (619) 336-4580 Public Works \* Fax (619) 336-4397  
[www.nationalcityca.gov](http://www.nationalcityca.gov)



based on (1) their respective sewage strengths, and (2) 90% of the users' total water usage from the prior year.

The following rate table contains the recommended sewer service charges that the City Council will consider for adoption at the public hearing:

User Class	Current	2019	2020	2021	2022	2023
<b>Residential: \$ Per Month</b>						
Single Family	\$ 32.08	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-family/Condo	\$ 25.00	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 19.50	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22
<b>Non-Residential: \$ Per HCF</b>						
Commercial - Low	\$ 3.03	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium Low	\$ 3.12	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
Commercial - Medium	\$ 4.09	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium High	\$ 4.90	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	\$ 6.12	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88

### Pass-Through Costs

The above-proposed rate table is based, in part, on projections provided by Metro. The City will not pass through to customers any increases to wholesale treatment costs from Metro that exceed the amounts listed in the rate table above. The City will provide customers at least 30 days' notice before the effective date of any adjustment reflected in the rate table above.

If you have any questions about this process, or this notice in general, please contact the Engineering / Public Works Department at (619)-336-4580.

Engineering & Public Works Department  
 1243 National City Boulevard, National City, CA 91950-4301  
 (619) 336-4380 Engineering \* (619) 336-4580 Public Works \* Fax (619) 336-4397  
[www.nationalcityca.gov](http://www.nationalcityca.gov)



The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending Title 11, Section 11.16.010 Speed Zones Designated, of the National City Municipal Code establishing speed limits on various streets based on certified

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing and adoption of an Ordinance of the City Council of the City of National City amending Title 11, Section 11.16.010 – Speed Zones Designated, of the National City Municipal Code establishing speed limits on various streets based on certified Engineering and Traffic Surveys

**PREPARED BY:** Stephen Manganiello

**PHONE:** 619-336-4382

**EXPLANATION:**

See attached.

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:**



**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☒

**STAFF RECOMMENDATION:**

Provide second reading and adopt Ordinance of the City Council of the City of National City amending Title 11, Section 11.16.010 – Speed Zones Designated.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation
2. Speed Survey Summary and Recommendations
3. Ordinance

## **Explanation**

Section 22357 of the State of California Vehicle Code (CVC) permits local authorities, by ordinance, to establish speed limits greater than the prima facie speed limit of 25 miles per hour (MPH) when, on the basis of an engineering and traffic survey, the local authority determines that a speed greater than 25 MPH would facilitate the orderly movement of vehicular traffic and would be reasonable and safe. Section 40802 of the CVC provides the requirements for use of radar, laser or other electronic devices to measure and enforce vehicle speeds. Section 627 of the CVC and Section 2B.13 of the California Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD) outline the criteria to be considered as part of conducting an engineering and traffic survey.

Engineering and traffic surveys must be completed and certified by a registered professional Civil or Traffic Engineer every five to seven years in accordance with Section 627 of the CVC and Section 2B.13 of the MUTCD, in order to allow National City Police Officers to enforce speed limits using radar, laser or other electronic devices. Furthermore, in accordance with Section 40802 of the CVC, officers must have successfully completed a radar operator course of not less than 24 hours, approved and certified by the Commission on Peace Officer Standards and Training, and the radar, laser or other electronic device used to measure vehicle speeds must be properly calibrated and meet or exceed the minimal operational standards of the National Traffic Highway Safety Administration.

Speed zones are primarily established to protect the public from the unreasonable behavior of reckless, unreliable, or otherwise dangerous drivers. Speed limits are generally established at or near the 85<sup>th</sup> percentile speed, which is defined as the speed at or below which 85 percent of traffic is moving. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe, and are not dependent on the judgment of one or a few individuals.

The engineering and traffic survey, as defined in Section 627 of the CVC, must consider the prevailing speeds, collision records, pedestrian and bicycle activity, and roadway traffic and roadside conditions not readily apparent to the driver. Therefore, a field review of related roadway conditions and traffic variables is conducted, which is considered in combination with the statistical data and collision history of a particular roadway segment to determine a safe and reasonable speed limit.

The specific procedures used in the performance of an engineering and traffic study are outlined in Section 2B.13 of the MUTCD. For example, "Speed zones (other than statutory speed limits) shall only be established on the basis of an engineering and traffic survey study that has been performed in accordance with traffic engineering practices. The engineering study shall include an analysis of the current speed distribution of free-flowing vehicles."



As further stated in the MUTCD, when a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85<sup>th</sup> percentile speed of free-flowing traffic, with the following exceptions:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85<sup>th</sup> percentile speed, in compliance with CVC Sections 627 and 22358.5.
2. For cases in which the nearest 5 mph increment of the 85<sup>th</sup> percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85<sup>th</sup> percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).

If the speed limit to be posted has had the 5 mph reduction applied, then an engineering and traffic survey shall document in writing the conditions and justification for the lower speed limit and be approved by a registered professional Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Sections 627 and 22358.5.

Additionally, the MUTCD recommends that speed zoning with 5-mph increments are preferable in urban areas, and that short speed zones should be avoided. Therefore, adjustments may be made to provide uniform speed zones along a corridor, rather than various fluctuations in posted speed limits.

Staff authorized Kimley-Horn and Associates, through an "On-Call" Professional Engineering Services contract, to conduct engineering and traffic surveys for 151 individual roadway segments in National City. The roadway segments selected were confirmed with the National City Police Department prior to conducting the surveys and include all of the Arterial and Collector roadways identified in the National City General Plan Circulation Element. The engineering and traffic surveys were conducted in accordance with Section 627 of the CVC and Section 2B.13 of the MUTCD. Attached is a summary of the speed survey results and recommendations. All of the certified engineering and traffic surveys with back-up data are on file in the Office of the City Engineer.

The attached ordinance would amend Title 11, Section 11.16.010 – Speed Zones Designated, of the National City Municipal Code, to establish speed limits for 151 roadway segments in National City and allow for enforcement using radar, laser or other electronic devices based on certified engineering and traffic surveys.

On December 5, 2017, the City Council held a public hearing and introduction of the Ordinance. Staff supports the findings and recommendations of the certified engineering and traffic surveys and therefore, recommends adoption of the ordinance. If adopted by City Council, the declared prima facie speed limits will not become effective until City Public Works staff erect the appropriate regulatory speed limit signs upon the streets identified in the Ordinance on the basis of the certified engineering and traffic surveys.



Table 3: Speed Survey Summary and Recommendations (Page 1 of 8)

Location Number	Location Name	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	10 mph Pace	Accidents per Million Vehicles Miles (ACC/MVM)	Average Daily Traffic (ADT)	Recommended Speed Limit (mph)	Justification and Recommendation
1	Harbor Drive	North City Limit to 8th Street	45 MPH	45 MPH	34 - 43	0.000	23,001	45 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
2	Harbor Drive	8th Street to Civic Center Drive	40 MPH	48 MPH	39 - 48	0.095	17,567	45 MPH	Round 85th percentile speed down; no other reduction taken.
3	Tidelands Avenue	Civic Center Drive to 19th Street	35 MPH	38 MPH	28 - 37	0.465	2,902	35 MPH	Round 85th percentile speed down; no other reduction taken.
4	Tidelands Avenue	19th Street to Bay Marina Drive	35 MPH	35 MPH	25 - 34	1.784	1,906	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
5	Tidelands Avenue	Bay Marina Drive to 32nd Street	35 MPH	37 MPH	24 - 33	0.000	1,260	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
6	Marina Way	Bay Marina Drive to 32nd Street	25 MPH	23 MPH	15 - 24	0.000	1,275	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
7	Cleveland Avenue	Civic Center Drive to 19th Street	35 MPH	37 MPH	27 - 36	1.327	4,404	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
8	Cleveland Avenue	19th Street to Bay Marina Drive	35 MPH	41 MPH	29 - 38	1.507	4,649	35 MPH	Consistency with adjacent segment.
9	McKinley Avenue	14th Street to 19th Street	25 MPH	27 MPH	15 - 24	0.000	502	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
10	McKinley Avenue	19th Street to 23rd Street	25 MPH	33 MPH	17 - 26	0.000	679	30 MPH	Round 85th percentile speed down; no other reduction taken.
11	Wilson Avenue	Civic Center Drive to 18th Street	30 MPH	35 MPH	26 - 35	0.502	3,509	30 MPH	Consistency with adjacent segment.
12	Wilson Avenue	18th Street to 24th Street	30 MPH	32 MPH	19 - 28	0.419	3,416	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
13	Hoover Avenue	22nd Street to Mile of Cars Way	30 MPH	28 MPH	15 - 24	0.000	2,998	25 MPH	Round 85th percentile speed down; no other reduction taken.
14	Hoover Avenue	Miles of Cars Way to 30th Street	35 MPH	41 MPH	30 - 39	0.246	6,179	35 MPH	Consistency with adjacent segment.
15	Hoover Avenue	30th Street to 33rd Street	35 MPH	34 MPH	25 - 34	0.000	3,230	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
16	Roosevelt Avenue	Division Street to 4th Street	35 MPH	36 MPH	28 - 37	0.521	4,611	30 MPH	Bike facility / bike safety.
17	Roosevelt Avenue	4th Street to 8th Street	35 MPH	34 MPH	24 - 33	0.402	5,446	30 MPH	Bike facility / bike safety.
18	Roosevelt Avenue	8th Street to Plaza Boulevard	25 MPH	25 MPH	18 - 27	0.000	5,908	30 MPH	Consistency with adjacent segment.
19	Roosevelt Avenue	Plaza Boulevard to Civic Center Drive	25 MPH	30 MPH	22 - 31	1.036	2,814	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.



Table 3: Speed Survey Summary and Recommendations (Page 2 of 8)

Location Number	Location Name	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	10 mph Pace	Accidents per Million Vehicles Miles (ACC/MVM)	Average Daily Traffic (ADT)	Recommended Speed Limit (mph)	Justification and Recommendation
20	Roosevelt Avenue	Civic Center Drive to 16th Street	30 MPH	32 MPH	21 - 30	0.000	2,547	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
21	West Avenue	16th Street to 18th Street	30 MPH	30 MPH	22 - 31	0.000	1,522	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
22	National City Boulevard	Division Street to 4th Street	30 MPH	36 MPH	27 - 36	0.586	16,800	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
23	National City Boulevard	4th Street to 8th Street	30 MPH	36 MPH	26 - 35	1.386	14,229	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
24	National City Boulevard	8th Street to Plaza Boulevard	30 MPH	33 MPH	21 - 30	0.273	16,103	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
25	National City Boulevard	Plaza Boulevard to Civic Center Drive	35 MPH	37 MPH	28 - 37	0.455	12,773	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
26	National City Boulevard	Civic Center Drive to 16th Street	30 MPH	38 MPH	26 - 35	0.625	14,058	35 MPH	Round 85th percentile speed down; no other reduction taken.
27	National City Boulevard	16th Street to 18th Street	30 MPH	35 MPH	25 - 34	0.673	13,040	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
28	National City Boulevard	18th Street to 24th Street	35 MPH	36 MPH	28 - 37	0.193	15,157	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
29	National City Boulevard	24th Street to 30th Street	35 MPH	40 MPH	32 - 41	0.261	17,546	35 MPH	Consistency with adjacent segment.
30	National City Boulevard	30th Street to South City Limit	35 MPH	37 MPH	30 - 39	0.380	20,307	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
31	D Avenue	Division Street to 4th Street	25 MPH	29 MPH	22 - 31	2.051	4,280	25 MPH	Round 85th percentile speed down; no other reduction taken.
32	D Avenue	4th Street to 8th Street	25 MPH	27 MPH	18 - 27	1.769	4,948	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
33	D Avenue	8th Street to Plaza Boulevard	25 MPH	26 MPH	18 - 27	0.000	6,785	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
34	D Avenue	Plaza Boulevard to 16th Street	30 MPH	30 MPH	21 - 30	0.670	6,535	25 MPH	Bike facility / bike safety.
35	D Avenue	16th Street to 18th Street	30 MPH	30 MPH	21 - 30	0.000	6,142	25 MPH	Bike facility / bike safety.
36	D Avenue	18th Street to 24th Street	30 MPH	38 MPH	28 - 37	0.511	5,707	35 MPH	Round 85th percentile speed down; no other reduction taken.
37	D Avenue	24th Street to 26th Street	30 MPH	34 MPH	24 - 33	0.000	4,759	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
38	D Avenue	26th Street to 30th Street	30 MPH	39 MPH	31 - 40	0.000	4,714	35 MPH	Round 85th percentile speed down; no other reduction taken.
39	Highland Avenue	North City Limit to Division Street	35 MPH	36 MPH	26 - 35	0.000	15,049	30 MPH	Consistency with adjacent segment.
40	Highland Avenue	Division Street to 4th Street	35 MPH	32 MPH	24 - 33	1.333	13,227	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
41	Highland Avenue	4th Street to 8th Street	35 MPH	33 MPH	22 - 31	2.899	13,533	30 MPH	Round 85th percentile speed down; no other reduction taken.



Table 3: Speed Survey Summary and Recommendations (Page 3 of 8)

Location Number	Location Name	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	10 mph Pace	Accidents per Million Vehicles Miles (ACC/MVM)	Average Daily Traffic (ADT)	Recommended Speed Limit (mph)	Justification and Recommendation
42	Highland Avenue	8th Street to Plaza Boulevard	35 MPH	30 MPH	21 - 30	1.340	16,407	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
43	Highland Avenue	Plaza Boulevard to 16th Street	35 MPH	35 MPH	27 - 36	1.283	20,437	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
44	Highland Avenue	16th Street to 18th Street	35 MPH	33 MPH	23 - 32	0.591	22,234	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
45	Highland Avenue	18th Street to 24th Street	35 MPH	35 MPH	27 - 36	0.682	21,403	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
46	Highland Avenue	24th Street to 30th Street	35 MPH	36 MPH	27 - 36	0.971	22,537	30 MPH	Pedestrian safety / proximity to school.
47	Highland Avenue	30th Street to South City Limit	35 MPH	32 MPH	24 - 33	0.355	32,257	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
48	L Avenue	8th Street to Plaza Boulevard	30 MPH	30 MPH	23 - 32	1.233	6,057	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
49	L Avenue	16th Street to 18th Street	25 MPH	26 MPH	19 - 28	0.000	4,623	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
50	L Avenue	18th Street to 21st Street	25 MPH	34 MPH	25 - 34	0.607	4,844	30 MPH	Round 85th percentile speed down; no other reduction taken.
51	L Avenue	21st Street to 24th Street	25 MPH	36 MPH	26 - 35	0.000	4,620	30 MPH	Residential density / frequency of driveways.
52	L Avenue	24th Street to 28th Street	25 MPH	29 MPH	22 - 31	0.000	4,467	25 MPH	Round 85th percentile speed down; no other reduction taken.
53	L Avenue	28th Street to 30th Street	25 MPH	27 MPH	20 - 29	1.024	4,262	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
54	Palm Avenue	I-805 to Division Street	35 MPH	38 MPH	29 - 38	0.000	23,486	35 MPH	Round 85th percentile speed down; no other reduction taken.
55	Palm Avenue	Division Street to 4th Street	35 MPH	35 MPH	28 - 37	0.000	11,498	30 MPH	Pedestrian safety / proximity to school.
56	Palm Avenue	4th Street to 8th Street	35 MPH	33 MPH	24 - 33	0.530	8,269	30 MPH	Round 85th percentile speed down; no other reduction taken.
57	Palm Avenue	8th Street to Plaza Boulevard	35 MPH	32 MPH	24 - 33	0.831	7,541	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
58	Palm Avenue	Plaza Boulevard to 16th Street	35 MPH	32 MPH	26 - 35	1.021	6,732	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
59	Palm Avenue	16th Street to 18th Street	35 MPH	27 MPH	17 - 26	2.044	4,266	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
60	Palm Avenue	18th Street to 22nd Street	35 MPH	27 MPH	16 - 25	0.000	966	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
61	Newell Street	18th Street to Prospect Street	35 MPH	39 MPH	29 - 38	0.000	2,618	35 MPH	Round 85th percentile speed down; no other reduction taken.
62	Grove Street	Prospect Street to Sweetwater Road	25 MPH	31 MPH	23 - 32	0.696	1,862	25 MPH	Residential density / frequency of driveways.
63	Euclid Avenue	North City Limit to Division Street	35 MPH	41 MPH	32 - 41	0.467	12,585	35 MPH	Consistency with adjacent segment.
64	Euclid Avenue	Division Street to 4th Street	35 MPH	40 MPH	31 - 40	0.171	12,942	35 MPH	Pedestrian safety / proximity to school, park.



Table 3: Speed Survey Summary and Recommendations (Page 4 of 8)

Location Number	Location Name	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	10 mph Pace	Accidents per Million Vehicles Miles (ACC/MVM)	Average Daily Traffic (ADT)	Recommended Speed Limit (mph)	Justification and Recommendation
65	Euclid Avenue	4th Street to 8th Street	35 MPH	39 MPH	30 - 39	0.439	15,004	35 MPH	Round 85th percentile speed down; no other reduction taken.
66	Euclid Avenue	8th Street to Plaza Boulevard	35 MPH	36 MPH	28 - 37	1.000	17,894	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
67	Euclid Avenue	Plaza Boulevard to 16th Street	35 MPH	39 MPH	31 - 40	0.276	13,771	35 MPH	Round 85th percentile speed down; no other reduction taken.
68	Euclid Avenue	16th Street to 18th Street	35 MPH	33 MPH	23 - 32	0.000	12,999	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
69	Euclid Avenue	18th Street to 24th Street	35 MPH	38 MPH	30 - 39	0.267	10,935	35 MPH	Round 85th percentile speed down; no other reduction taken.
70	Euclid Avenue	24th Street to Sweetwater Road	45 MPH	42 MPH	33 - 42	0.061	15,198	40 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
71	Harbison Avenue	Division Street to 4th Street	30 MPH	38 MPH	29 - 38	0.000	4,011	35 MPH	Round 85th percentile speed down; no other reduction taken.
72	Harbison Avenue	4th Street to 8th Street	30 MPH	35 MPH	26 - 35	0.642	6,882	30 MPH	Residential density / frequency of driveways.
73	Harbison Avenue	8th Street to Plaza Boulevard	35 MPH	35 MPH	27 - 36	1.011	7,344	30 MPH	Consistency with adjacent segment.
74	Harbison Avenue	Plaza Boulevard to 16th Street	35 MPH	37 MPH	29 - 38	0.276	7,016	30 MPH	Pedestrian safety / proximity to school.
75	Plaza Bonita Road	Sweetwater Road to Bonita Mesa Road	40 MPH	37 MPH	30 - 39	0.298	4,843	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
76	Plaza Bonita Center Way	Valley Road to Sweetwater Road	35 MPH	43 MPH	35 - 44	0.000	19,654	40 MPH	Round 85th percentile speed down; no other reduction taken.
77	Division Street	National City Boulevard to D Avenue	30 MPH	36 MPH	27 - 36	0.443	11,399	30 MPH	Consistency with adjacent segment.
78	Division Street	D Avenue to Highland Avenue	30 MPH	30 MPH	21 - 30	0.620	14,240	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
79	Division Street	Highland Avenue to Palm Avenue	35 MPH	42 MPH	33 - 42	0.579	12,560	35 MPH	Residential density / frequency of driveways.
80	Division Street	Palm Avenue to T Avenue	35 MPH	41 MPH	32 - 41	0.323	16,306	35 MPH	Pedestrian safety / proximity to school.
81	Division Street	T Avenue to Euclid Avenue	35 MPH	40 MPH	30 - 39	0.437	16,263	35 MPH	Pedestrian safety / proximity to school.
82	Division Street	Euclid Avenue to Harbison Avenue	40 MPH	46 MPH	35 - 44	0.326	15,054	40 MPH	Residential density / frequency of driveways.
83	Main Street	I-5 to National City Boulevard	35 MPH	32 MPH	21 - 30	0.982	26,269	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
84	4th Street	National City Boulevard to D Avenue	35 MPH	33 MPH	24 - 33	1.513	4,303	30 MPH	Round 85th percentile speed down; no other reduction taken.
85	4th Street	D Avenue to Highland Avenue	35 MPH	36 MPH	26 - 35	0.718	6,089	30 MPH	Residential density / frequency of driveways. Bike facility / bike safety.



Table 3: Speed Survey Summary and Recommendations (Page 5 of 8)

Location Number	Location Name	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	10 mph Pace	Accidents per Million Vehicles Miles (ACC/MVM)	Average Daily Traffic (ADT)	Recommended Speed Limit (mph)	Justification and Recommendation
86	4th Street	Highland Avenue to Palm Avenue	35 MPH	36 MPH	26 - 35	1.058	7,223	30 MPH	Residential density / frequency of driveways. Bike facility / bike safety.
87	4th Street	Palm Avenue to T Avenue	35 MPH	38 MPH	29 - 38	0.480	9,066	35 MPH	Round 85th percentile speed down; no other reduction taken.
88	4th Street	T Avenue to Euclid Avenue	30 MPH	38 MPH	29 - 38	0.264	8,235	35 MPH	Round 85th percentile speed down; no other reduction taken.
89	4th Street	Euclid Avenue to Clairmont Avenue	35 MPH	36 MPH	28 - 37	0.000	8,023	30 MPH	Bike facility / bike safety. Reverse angle parking.
90	4th Street	Clairmont Avenue to Harbison Avenue	35 MPH	37 MPH	28 - 37	0.406	6,374	30 MPH	Bike facility / bike safety. Pedestrian safety / proximity to school
91	8th Street	Harbor Drive to I-5	35 MPH	36 MPH	27 - 36	0.575	9,150	30 MPH	Bike facility / bike safety.
92	8th Street	I-5 to National City Boulevard	35 MPH	37 MPH	26 - 35	1.183	22,489	30 MPH	Bike facility / bike safety.
93	8th Street	National City Boulevard to D Avenue	30 MPH	27 MPH	17 - 26	1.220	14,205	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
94	8th Street	D Avenue to Highland Avenue	30 MPH	29 MPH	20 - 29	0.612	14,321	25 MPH	Round 85th percentile speed down; no other reduction taken.
95	8th Street	Highland Avenue to L Avenue	35 MPH	38 MPH	29 - 38	0.929	14,099	35 MPH	Round 85th percentile speed down; no other reduction taken.
96	8th Street	L Avenue to Palm Avenue	35 MPH	39 MPH	30 - 39	0.386	17,082	35 MPH	Round 85th percentile speed down; no other reduction taken.
97	8th Street	Palm Avenue to Euclid Avenue	35 MPH	41 MPH	32 - 41	1.141	17,185	35 MPH	Consistency with adjacent segment.
98	8th Street	Euclid Avenue to Harbison Avenue	35 MPH	39 MPH	30 - 39	0.761	14,755	35 MPH	Round 85th percentile speed down; no other reduction taken.
99	8th Street	Harbison Avenue to Plaza Boulevard	35 MPH	38 MPH	26 - 35	0.422	14,179	35 MPH	Round 85th percentile speed down; no other reduction taken.
100	Plaza Boulevard	Coolidge Avenue to Hoover Avenue	30 MPH	30 MPH	21 - 30	2.985	2,959	25 MPH	Bike facility / bike safety.
101	Plaza Boulevard	Hoover Avenue to National City Boulevard	30 MPH	22 MPH	16 - 25	1.141	3,797	25 MPH	Consistency with adjacent segment.
102	Plaza Boulevard	National City Boulevard to D Avenue	30 MPH	37 MPH	25 - 34	0.732	8,858	30 MPH	Consistency with adjacent segment.
103	Plaza Boulevard	D Avenue to Highland Avenue	30 MPH	37 MPH	28 - 37	0.914	11,985	30 MPH	Pedestrian safety / proximity to school.
104	Plaza Boulevard	Highland Avenue to Palm Avenue	35 MPH	34 MPH	24 - 33	0.621	16,613	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
105	Plaza Boulevard	Palm Avenue to I-805	35 MPH	39 MPH	30 - 39	0.329	28,593	35 MPH	Round 85th percentile speed down; no other reduction taken.



Table 3: Speed Survey Summary and Recommendations (Page 6 of 8)

Location Number	Location Name	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	10 mph Pace	Accidents per Million Vehicles Miles (ACC/MVM)	Average Daily Traffic (ADT)	Recommended Speed Limit (mph)	Justification and Recommendation
106	Plaza Boulevard	I-805 to Euclid Avenue	35 MPH	37 MPH	30 - 39	0.288	29,576	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
107	Plaza Boulevard	Euclid Avenue to Harbison Avenue	30 MPH	42 MPH	32 - 41	0.905	21,006	35 MPH	Pedestrian safety / proximity to school.
108	Plaza Boulevard	Harbison Avenue to 8th Street	40 MPH	43 MPH	34 - 43	0.567	15,364	40 MPH	Round 85th percentile speed down; no other reduction taken.
109	Paradise Valley Road	8th Street to Plaza Entrada	40 MPH	45 MPH	38 - 47	0.136	25,498	40 MPH	Consistency with adjacent segment.
110	Civic Center Drive	Harbor Drive to National City Boulevard	30 MPH	33 MPH	25 - 34	0.614	5,896	30 MPH	Round 85th percentile speed down; no other reduction taken.
111	16th Street	Wilson Avenue to National City Boulevard	25 MPH	23 MPH	15 - 24	2.313	1,509	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
112	16th Street	National City Boulevard to D Avenue	35 MPH	35 MPH	25 - 34	1.101	5,907	30 MPH	Pedestrian safety / proximity to school.
113	16th Street	D Avenue to Highland Avenue	35 MPH	38 MPH	28 - 37	0.950	6,890	35 MPH	Round 85th percentile speed down; no other reduction taken.
114	16th Street	Highland Avenue to L Avenue	35 MPH	35 MPH	27 - 36	0.000	7,828	30 MPH	Residential density / frequency of driveways.
115	16th Street	L Avenue to Palm Avenue	35 MPH	35 MPH	26 - 35	0.498	8,818	30 MPH	Residential density / frequency of driveways.
116	16th Street	Palm Avenue to Grove Street	35 MPH	37 MPH	27 - 36	0.000	7,999	30 MPH	Residential density / frequency of driveways.
117	16th Street	Grove Street to Euclid Avenue	35 MPH	34 MPH	25 - 34	0.482	6,362	30 MPH	Residential density / frequency of driveways.
118	16th Street	Euclid Avenue to Lanolitan Avenue	35 MPH	37 MPH	29 - 38	0.000	9,184	30 MPH	Residential density / frequency of driveways.
119	16th Street	Lanolitan Avenue to Harbison Avenue	35 MPH	36 MPH	28 - 37	0.655	8,386	30 MPH	Residential density / frequency of driveways.
120	18th Street	Wilson Avenue to National City Boulevard	30 MPH	20 MPH	10 - 19	1.778	3,917	25 MPH	Pedestrian safety / proximity to school.
121	18th Street	National City Boulevard to D Avenue	35 MPH	35 MPH	27 - 36	1.286	6,737	30 MPH	Bike facility / bike safety.
122	18th Street	D Avenue to Highland Avenue	35 MPH	33 MPH	25 - 34	0.270	8,101	30 MPH	Round 85th percentile speed down; no other reduction taken.
123	18th Street	Highland Avenue to L Avenue	35 MPH	35 MPH	27 - 36	0.880	7,522	30 MPH	Residential density / frequency of driveways.
124	18th Street	L Avenue to Palm Avenue	35 MPH	37 MPH	28 - 37	1.407	9,320	30 MPH	Residential density / frequency of driveways.
125	18th Street	Palm Avenue to Newell Street	35 MPH	36 MPH	28 - 37	1.897	8,376	30 MPH	Pedestrian safety / proximity to school. Consistency with adjacent segment.



Table 3: Speed Survey Summary and Recommendations (Page 7 of 8)

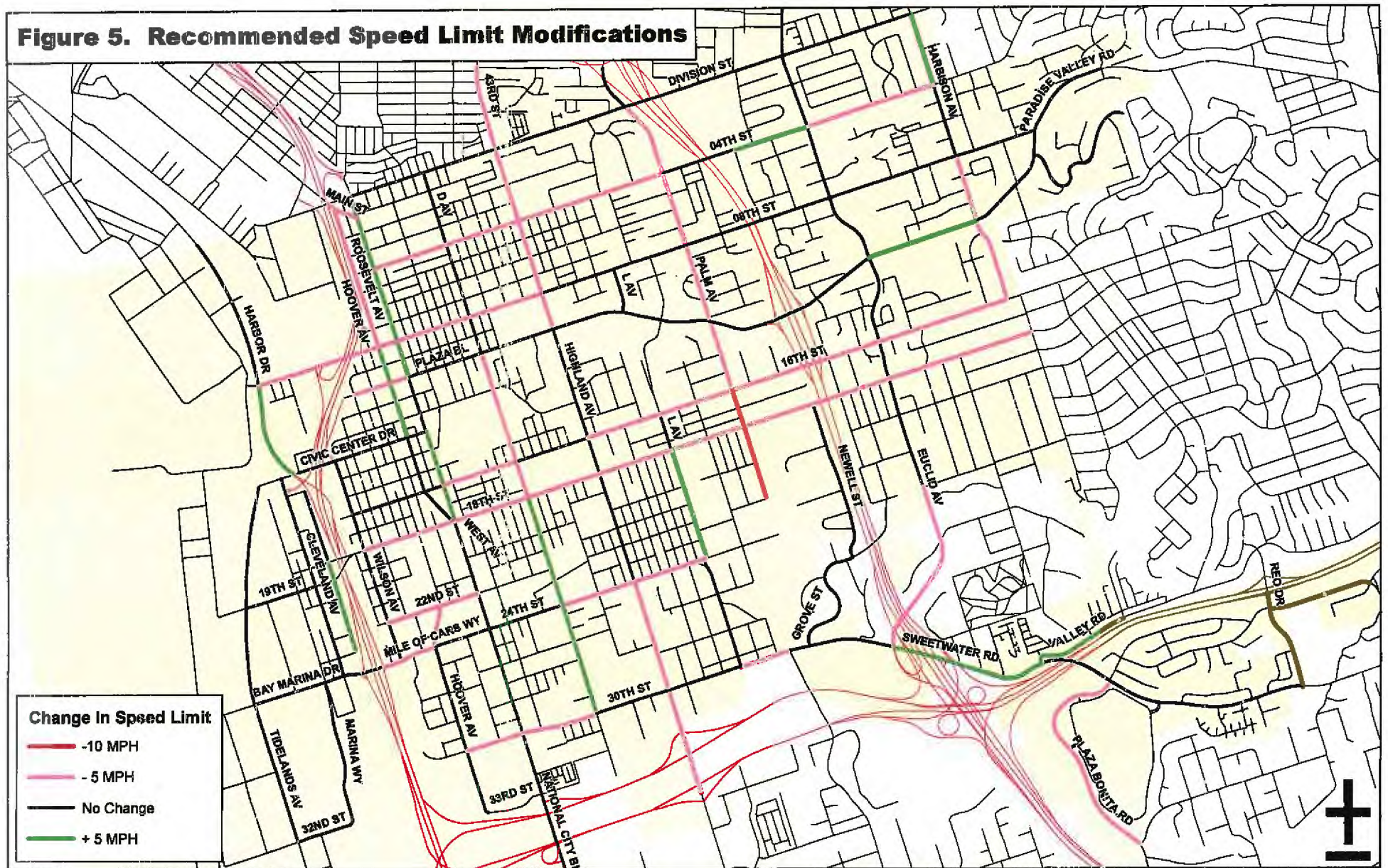
Location Number	Location Name	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	10 mph Pace	Accidents per Million Vehicles Miles (ACC/MVM)	Average Daily Traffic (ADT)	Recommended Speed Limit (mph)	Justification and Recommendation
126	18th Street	Newell Street to Euclid Avenue	35 MPH	32 MPH	23 - 32	0.324	6,378	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
127	18th Street	Euclid Avenue to Granger Avenue	35 MPH	34 MPH	25 - 34	0.866	7,665	30 MPH	Round 85th percentile speed down; no other reduction taken.
128	18th Street	Granger Avenue to Rachael Avenue	35 MPH	36 MPH	27 - 36	0.876	4,994	30 MPH	Pedestrian safety / proximity to school.
129	19th Street	Tidelands Avenue to Cleveland Avenue	30 MPH	34 MPH	23 - 32	0.000	3,685	30 MPH	Round 85th percentile speed down; no other reduction taken.
130	22nd Street	Wilson Avenue to National City Boulevard	30 MPH	29 MPH	18 - 27	0.970	1,812	25 MPH	Round 85th percentile speed down; no other reduction taken.
131	Bay Marina Drive	Tidelands Avenue to Marina Way	30 MPH	35 MPH	26 - 35	0.399	5,599	30 MPH	Consistency with adjacent segment.
132	Bay Marina Drive	Marina Way to I-5	30 MPH	34 MPH	23 - 32	0.000	8,526	30 MPH	Round 85th percentile speed down; no other reduction taken.
133	Mile of Cars Way	I-5 to Hoover Avenue	35 MPH	32 MPH	23 - 32	0.105	24,951	30 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
134	Mile of Cars Way	Hoover Avenue to National City Boulevard	35 MPH	35 MPH	27 - 36	0.167	17,393	35 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
135	24th Street	National City Boulevard to D Avenue	35 MPH	40 MPH	31 - 40	0.412	10,510	35 MPH	Consistency with adjacent segment.
136	24th Street	D Avenue to Highland Avenue	35 MPH	35 MPH	27 - 36	0.422	10,335	30 MPH	Pedestrian safety / proximity to school.
137	24th Street	Highland Avenue to L Avenue	35 MPH	34 MPH	25 - 34	0.620	3,530	30 MPH	Round 85th percentile speed down; no other reduction taken.
138	30th Street	Hoover Avenue to National City Boulevard	35 MPH	33 MPH	24 - 33	0.000	3,575	30 MPH	Round 85th percentile speed down; no other reduction taken.
139	30th Street	National City Boulevard to D Avenue	35 MPH	37 MPH	29 - 38	0.000	6,318	30 MPH	Bike facility / bike safety.
140	30th Street	D Avenue to Highland Avenue	30 MPH	37 MPH	25 - 34	1.083	10,061	30 MPH	Pedestrian safety / proximity to school.
141	30th Street	Highland Avenue to L Avenue	35 MPH	39 MPH	28 - 37	0.983	20,092	35 MPH	Round 85th percentile speed down; no other reduction taken.
142	30th Street	L Avenue to 2nd Avenue	40 MPH	40 MPH	25 - 34	0.569	22,808	35 MPH	Consistency with adjacent segment.
143	Sweetwater Road	2nd Avenue to I-805/Euclid Avenue	35 MPH	38 MPH	30 - 39	0.843	22,341	35 MPH	Round 85th percentile speed down; no other reduction taken.

Table 3: Speed Survey Summary and Recommendations (Page 8 of 8)

Location Number	Location Name	Limits	Existing Speed Limit (mph)	85th Percentile Speed (mph)	10 mph Pace	Accidents per Million Vehicles Miles (ACC/MVM)	Average Daily Traffic (ADT)	Recommended Speed Limit (mph)	Justification and Recommendation
144	Sweetwater Road	I-805/Euclid Avenue to Valley Road	40 MPH	46 MPH	36 - 45	0.451	25,973	45 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
145	Sweetwater Road	Valley Road to Plaza Bonita Road	45 MPH	46 MPH	37 - 46	0.253	17,907	45 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
146	Sweetwater Road	Plaza Bonita Road to Calmoor Street	45 MPH	48 MPH	40 - 49	0.335	16,004	45 MPH	Round 85th percentile speed down; no other reduction taken.
147	Sweetwater Road	Calmoor Street to Plaza Bonita Center Way	45 MPH	46 MPH	37 - 46	0.207	16,568	45 MPH	Round to nearest 5 mph increment of the 85th percentile speed.
148	32nd Street	Tidelands Avenue to Marina Way	25 MPH	30 MPH	20 - 29	0.000	574	25 MPH	Consistency with adjacent segment.
149	Valley Road	Sweetwater Road to Calle Abajo	40 MPH	48 MPH	37 - 46	0.186	8,883	45 MPH	Round 85th percentile speed down; no other reduction taken.
150	Valley Road	Plaza Bonita Center Way to San Miguel Court	35 MPH	45 MPH	35 - 44	0.625	2,548	40 MPH	Bike facility / bike safety.
151	Manchester Road	Plaza Boulevard to Angelo Drive	25 MPH	27 MPH	19 - 28	0.000	1,461	25 MPH	Round to nearest 5 mph increment of the 85th percentile speed.

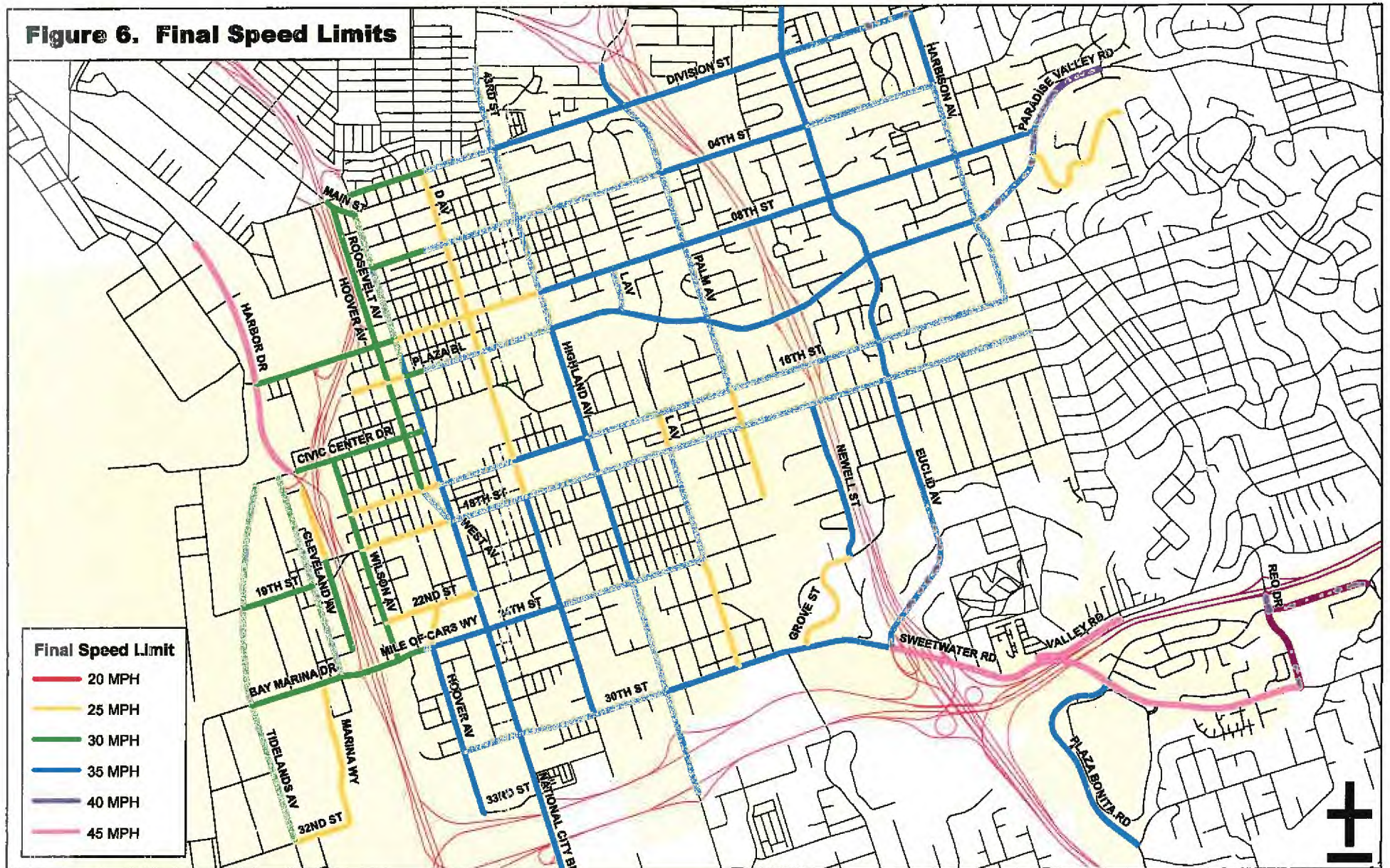


**Figure 5. Recommended Speed Limit Modifications**





**Figure 6. Final Speed Limits**



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with a mutual indemnity and hold harmless provision with Phase II Systems dba Public Agency Retirement Services for pension trust administration serv

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with a mutual indemnity and hold harmless provision with Phase II Systems dba Public Agency Retirement Services for pension trust administration services for the period December 20, 2017 through December 31, 2020 and authorizing the City Manager to execute up to two additional one-year extensions.

**PREPARED BY:** Mark Roberts, Director of Finance

**PHONE:** 619-336-4330

**DEPARTMENT:** Finance

**APPROVED BY:** \_\_\_\_\_



**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

See attached staff report.

**APPROVED:** \_\_\_\_\_



**FINANCE**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, authorizing the Mayor to execute an agreement with a mutual indemnity and hold harmless provision with Phase II Systems dba Public Agency Retirement Services for pension trust administration services for the period December 20, 2017 through December 31, 2020 and authorizing the City Manager to execute up to two additional one-year extensions.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Staff report
2. Phase II Systems dba Public Agency Retirement Services Agreement
3. Resolution





## City Council Staff Report

December 19, 2017

### ITEM

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with a mutual indemnity and hold harmless provision with Phase II Systems dba Public Agency Retirement Services for pension trust administration services for the period December 20, 2017 through December 31, 2020 and authorizing the City Manager to execute up to two additional one-year extensions.

### BACKGROUND

The total net pension liability of the City's pension plans as of their last valuation date, June 30, 2016, was \$97.8 million. At its regular meeting of May 16, 2017, the City Council directed staff to establish an irrevocable supplemental pension trust with a total initial contribution of up to \$1 million to prefund the City's pension obligation. On July 19, 2017, the City issued a request for information ("RfI") seeking the services of a firm with pension trust administration services experience to assist the City with the establishment of the pension trust and management of its assets.

### REQUEST FOR INFORMATION PROCESS

As noted above, the City issued an RfI for pension trust administration services on July 19, 2017. The RfI was sent to four municipal advisory firms and was posted on the City's and the California Society of Municipal Finance Officers (CSMFO) websites. Responses to the RfI were due by 5:00 pm on August 2, 2017.

The City received two (2) proposals in response to the RfI. The firms submitting responses, listed in alphabetical order, are:

Keenan & Associates;

Phase II Systems dba Public Agency Retirement Services ("PARS")

After reviewing and considering each response, staff determined PARS would best meet the pension trust administration services needs of the City.

### PARS (from submitted response)

PARS is an independent, privately held corporation, which has been designing and administering niche retirement plan and trust solutions exclusively for public agencies for the last 33 years. Its core mission is to offer local governments control and flexibility to meet their individual needs,

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with a mutual indemnity and hold harmless provision with Phase II Systems dba Public Agency Retirement Services for pension trust administration services for the period December 20, 2017 through December 31, 2020 and authorizing the City Manager to execute up to two additional one-year extensions.  
December 19, 2017

---

by specializing in supplemental pension trusts, postemployment health care trusts, retirement/separation incentive plans, alternatives to Social Security plans, and other defined benefit and defined contribution plans. Its primary business functions are retirement plan and trust design, analysis, administration, recordkeeping, compliance, and consulting.

Since 1984, PARS has been a pioneer in the design and administration of retirement plans and trusts solely for public agencies. Throughout this time, it has experienced continual corporate growth and has built a long track record of service which includes the following key accomplishments:

- administration of over 1,400 plans for more than 850 public entities;
- development of the first multiple-employer IRS Section 115 trust program for pension prefunding with more than 90 California public agencies joining the program;
- ongoing servicing for over 375,000 public employees.

Since developing a Section 115 trust program in 2004, PARS has developed a number of Section 115 trusts (including the one proposed for the City which allows for the combined pre-funding of pension and other postemployment benefit {OPEB} liabilities) which include over 250 member accounts and over \$1.4 billion in assets under management.

HighMark, operating as a discretionary investment manager, would provide active portfolio management for the City's account. HighMark serves over 500 PARS clients, including all of its city, county, and special district Section 115 pension prefunding clients.

US Bank, the largest trustee for pension and OPEB prefunding in the nation, would serve as trustee and custodian for the City's account. US Bank, which serves all of PARS' 850+ public agency clients, has over \$3 billion in Section 115 trust assets under administration, and will act in a fiduciary role to safeguard the City's assets.

## **MUTUAL INDEMNITY AND HOLD HARMLESS PROVISION**

During negotiations, PARS requested an agreement which includes a mutual indemnity and hold harmless provision. City Council Policy # 1001 provides the Council discretionary authority to enter into agreements with such a provision when in the best interest of both parties. Upon discussion with staff regarding the importance of a pension trust to the fiscal sustainability of the City and the nature of the services to be provided under the proposed agreement, it is the City Attorney's opinion that the provision is in the best interest of both parties.

## **RECOMMENDATION**

Staff recommends the City Council authorize the Mayor to execute the agreement with a mutual indemnity and hold harmless provision with Phase II Systems dba Public Agency Retirement Services for pension trust administration services for the period December 20, 2017 through

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with a mutual indemnity and hold harmless provision with Phase II Systems dba Public Agency Retirement Services for pension trust administration services for the period December 20, 2017 through December 31, 2020 and authorizing the City Manager to execute up to two additional one-year extensions.  
December 19, 2017

---

December 31, 2020 and authorizing the City Manager to execute up to two additional one-year extensions.

## **FISCAL IMPACT**

PARS' annual pension trust administration fees will be based upon the average balance of the pension trust plan's assets, in accordance with the following schedule:

<u>Plan Assets</u>	<u>Annual Rate</u>
\$0 to \$10,000,000	0.25%
\$10,000,001 to \$15,000,000	0.20%
\$15,000,001 to \$50,000,000	0.15%
\$50,000,001 and above	0.10%

Trustee and investment management fees are not included in PARS' fees. These fees, which are paid to US Bank, will also be based upon the average balance of the pension trust plan's assets, in accordance with the following schedule:

<u>Plan Assets</u>	<u>Annual Rate</u>
\$0 to \$5,000,000	0.35%
\$5,000,001 to \$10,000,000	0.25%
\$10,000,001 to \$15,000,000	0.20%
\$15,000,001 to \$50,000,000	0.15%
\$50,000,001 and above	0.10%

All fees will be deducted from the trust plan's assets.

The initial balance approved for deposit in the trust approved by the Council is \$1 million. At this level of assets, the total approximate annual fiscal impact, based upon the above schedules, will be approximately \$6,000; however, since the fees are calculated on a percentage basis, they will fluctuate over time, increasing as the plan's assets increases and decreasing should the balance decrease (as the result of investment gains and losses).

Future amounts to be recommended for deposit into the pension trust will be dependent upon cash flow analyses conducted by City staff.

## **ATTACHMENTS**

Phase II Systems dba Public Agency Retirement Services Agreement  
Resolution

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
PHASE II SYSTEMS  
D.B.A. "PUBLIC AGENCY RETIREMENT SERVICES"**

THIS AGREEMENT is entered into on this 20th day of December, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and PHASE II SYSTEMS, a California corporation, d.b.a. "Public Agency Retirement Services" (the "CONSULTANT").

**R E C I T A L S**

WHEREAS, the CITY desires to employ a consultant to provide comprehensive trust administration services for the CITY'S irrevocable supplemental pension trust (the "Trust").

WHEREAS, the CITY has determined that the CONSULTANT is an administrator of irrevocable supplemental pension trusts and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to administer an irrevocable supplemental pension trust on behalf of the CITY, and to perform all other administration services related thereto as described in the attached Exhibits "A" and "C", and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on December 20, 2017. The duration of this Agreement is for the period of December 20, 2017 through December 31, 2020. This Agreement may be extended by mutual agreement upon the same terms and conditions for up to two (2) additional one-year terms. Any extension of this Agreement must be approved in writing by the City Manager.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform those pension trust administration services as set forth in the attached Exhibits "A" and "C."

Once supplied with the information needed to execute its duties under Exhibits "A" and "C," the CONSULTANT shall be responsible for all research and reviews related to the work. The CONSULTANT shall not rely on personnel of the CITY for any information not described in Exhibits "A" and "C."

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under



this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The Director of Finance hereby is designated as the Plan Administrator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Mitch Barker thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based upon the schedule and formula set forth in Exhibit "B." Compensation due to the CONSULTANT shall be deducted from the Trust's assets. The CONSULTANT shall submit a monthly statement to the CITY documenting the amount deducted from the Trust. The total cost for all work described in this Agreement shall not exceed those rates listed in Exhibit "B" without prior written authorization from the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **INFORMATION FURNISHED TO CONSULTANT.** The CONSULTANT will provide those services required under this Agreement if the CITY provides the CONSULTANT all information described in Exhibit "C" ("DATA"). The CITY shall be responsible for the accuracy, content, and completeness of the DATA so the CONSULTANT may rely upon such information. CONSULTANT will inform CITY, in writing, how much time CONSULTANT reasonably needs to review the DATA before CONSULTANT may complete any of its services required under this Agreement. The CITY must provide the DATA to CONSULTANT within the reasonable timeframe identified by CONSULTANT.

8. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The memoranda, reports, maps, drawings, plans, specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the

CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and the CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 15, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

9. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or subconsultants, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by the CONSULTANT with its subconsultant(s) shall require the subconsultant(s) to adhere to the applicable terms of this Agreement.

10. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY, and the CONSULTANT'S obligations to the CITY are solely prescribed by this Agreement.

11. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and

federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its subconsultant(s), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

12. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

13. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

14. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

15. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 15, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

The CONSULTANT shall be liable to the CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 16.

16. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT and CITY agree to defend, indemnify and hold each other and their respective officers, officials, agents, employees, and volunteers harmless against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever (collectively "CLAIMS"), resulting from or arising out of the CONSULTANT'S or the CITY'S performance or other obligations under this Agreement. The CONSULTANT and CITY shall indemnify each other only in proportion and to the extent such CLAIMS are caused by, or result from, the negligent or intentional acts or omissions of the indemnifying party, their respective officers, officials, agents, employees, and volunteers. The CITY and the CONSULTANT will cooperate reasonably in the defense of any action, and the indemnifying party shall employ competent counsel, reasonably acceptable to the indemnified party.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, error or negligence under this Agreement that occurred during the term of this Agreement.

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any



liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subconsultant(s), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of the CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If the CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, the CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to the CONSULTANT by the CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days' prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change. If any policy required by this Agreement is cancelled due to non-payment, CONSULTANT must provide 10 (ten) days' notice accompanied by the reason for such cancellation.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all reasonable costs and expenses of suit, including reasonable attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished memoranda, reports, maps, drawings, plans, specifications, and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 8.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:       Mark Roberts  
                  Director of Finance  
                  Department of Finance  
                  City of National City  
                  1243 National City Boulevard  
                  National City, CA 91950-4397

To CONSULTANT:  
                  Daniel Johnson  
                  President  
                  PARS  
                  4350 Von Karman Avenue, Suite 100  
                  Newport Beach, CA 92660

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice,



demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

**OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. The CONSULTANT is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 16 of this Agreement.

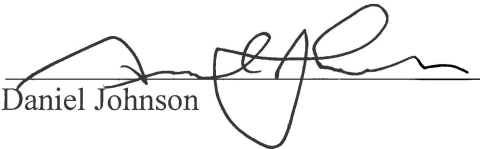
M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

**PHASE II SYSTEMS, A CALIFORNIA  
CORPORATION D.B.A. "PUBLIC AGENCY  
RETIREMENT SERVICES"**

By: \_\_\_\_\_  
Leslie Deese, City Manager

By:   
Daniel Johnson


\_\_\_\_\_  
(Print)

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

\_\_\_\_\_  
President

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

By:   
Tod Hammeras

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Chief Financial Officer

**PUBLIC AGENCY RETIREMENT SERVICES**

**SCOPE OF SERVICES**

The CONSULTANT will provide the following services for the City of National City's irrevocable supplemental pension trust plan ("Plan"):

**1. Plan Installation Services:**

- A. Meeting with appropriate CITY personnel to discuss Plan provisions, implementation timelines, the actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions, reimbursements, and distributions;
- B. Providing necessary analysis and advisory services to finalize the elements of Paragraph 1(A) of this Exhibit A;
- C. Providing all documents needed to create the Plan for review and approval by the City Attorney. Resulting final Plan documents must be approved by the CITY before the commencement of Plan Administration Services outlined in Paragraph 2 below.

**2. Plan Administration Services:**

- A. Monitoring the receipt of Plan contributions made by the CITY to the trustee of the Trust ("Trustee"), based upon information received from the CITY and the Trustee;
- B. Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the CITY and/or Trustee;
- C. Coordinating the processing of distribution payments pursuant to authorized direction by the CITY, and the provisions of the Plan, and, to the extent possible, based upon CITY-provided Data;
- D. Coordinating actions with the Trustee as directed by the Plan Administrator within the scope the Agreement;
- E. Preparing and submitting a monthly report of Plan activity to the CITY, unless directed by the CITY otherwise;
- F. Conducting an annual in-person client review to provide a full administrative and investment review of the Plan and to ensure the CITY'S ongoing satisfaction with its participation in the Plan.
- G. Conducting in-person or over-the-phone meetings more frequently, if requested by the CITY.
- H. Providing updates of the Plan to the City Council during one of its public meetings, if requested by the CITY.
- I. Preparing and submitting an annual report of Plan activity to the CITY;



- J. Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
  - K. Coordinating periodic audits of the Plan;
  - L. Monitoring Plan and Trust compliance with federal and state laws.
3. The CITY acknowledges that PARS is not licensed to provide, and does not offer tax, accounting, legal, investment, or actuarial advice.

## PUBLIC AGENCY RETIREMENT SERVICES

## RATES TO PERFORM PENSION TRUST ADMINISTRATION SERVICES

CONSULTANT will be compensated for performance of Services, as described in Exhibit A based upon the following schedule:

## ANNUAL ASSET FEE

<u>For Plan Asset Balances from</u>	<u>Annual Rate</u>
\$0 to \$10,000,000	0.25%
\$10,000,001 to \$15,000,000	0.20%
\$15,000,001 to \$50,000,000	0.15%
\$50,000,001 and above	0.10%

Annual Rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula:

Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month.

## TRUSTEE &amp; INVESTMENT MANAGEMENT FEES

Trustee and investment management fees are not included in the annual asset fees stated above. Trustee and investment management services are provided under a separate agreement with US Bank, and trustee and investment management fees are paid to US Bank. These fees include investment policy development, asset allocation recommendations, asset management, and all custodial services and are based upon the following schedule:

<u>For Plan Asset Balances from</u>	<u>Annual Rate</u>
\$0 to \$5,000,000	0.35%
\$5,000,001 to \$10,000,000	0.25%
\$10,000,001 to \$15,000,000	0.20%
\$15,000,001 to \$50,000,000	0.15%
\$50,000,001 and above	0.10%

Annual Rates are prorated and paid monthly. Annual trustee and investment management fees shall be calculated by the following formula:

Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month.

Both the annual asset fees and trustee and investment management fees shall be deducted from Plan assets.

**PUBLIC AGENCY RETIREMENT SERVICES**

**DATA REQUIREMENTS**

CONSULTANT will provide all services required under this Agreement upon receiving the following information:

1. Executed legal documents:
  - A. certified resolution
  - B. adoption agreement to the Plan
  - C. trustee investment forms
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized designee) which contains the following information:
  - A. agency name
  - B. contribution amount
  - C. contribution date
  - D. contribution method (check, ACH, wire)
3. Distribution – completed Transfer/Payment/Reimbursement Form signed by the Plan Administrator (or authorized designee) which contains the following information:
  - A. agency name
  - B. payment reimbursement/distribution amount
  - C. applicable statement date
  - D. copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
  - E. signed certification of reimbursement/distribution from the Plan Administrator (or authorized designee)
4. Other information pertinent to the CONSULTANT’S services as reasonably requested by the CONSULTANT and the CITY’S actuarial provider.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com CA DOI License No. 0F06675		<b>CONTACT NAME:</b> Risk Strategies Company <b>PHONE (A/C, No. Ext):</b> 949-242-9240 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com	
<b>INSURED</b> Phase II Systems dba: PARS 4350 Von Karman Ave., Ste 100 Newport Beach CA 92660		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Sentinel Insurance Co. <b>NAIC #</b> 11000 <b>INSURER B:</b> Travelers Property Casualty Co of America 25674 <b>INSURER C:</b> Lloyds <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 38993577

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72SBAAC2429	5/8/2017	5/8/2018	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$4,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBAAC2429	5/8/2017	5/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	<input checked="" type="checkbox"/> N/A	UB2J193983	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
C	Professional Liability			LDUSA1704508	7/30/2017	7/30/2018	Per Claim: \$2,000,000 Aggregate: \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Projects as on file with the insured including but not limited to:  
Trust administration services related to the Public Agencies Post-Employment Benefits Trust.  
The City of National City, its officers, employees, volunteers and agents are named as additional insureds and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation applies to the general liability and work comp policies-see attached endorsements.

## CERTIFICATE HOLDER

City of National City  
c/o Risk Manager  
1243 National City Blvd.  
National City CA 91950-4397

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Michael Christian

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and registered marks of ACORD

249 of 379



**BUSINESS LIABILITY COVERAGE FORM****2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:****a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:



- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

## BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

#### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

#### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

#### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to:
  - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to:
  - (1) Any "occurrence" that takes place after you cease to lease that land; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision – Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY**

**ENDORSEMENT WC 99 03 76 (00)**

Insured: Phase II Systems  
Policy No.: UB2J193983  
Effective Date: 6/1/2017

dba: PARS

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.000% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

**Job Description:**

Projects as on file with the insured.

Authorized Representative





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com  CA DOI License No. 0F06675	<b>CONTACT</b> NAME: Risk Strategies Company PHONE (A/C, No. Ext): 949-242-9240 E-MAIL ADDRESS: syoung@risk-strategies.com  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Sentinel Insurance Co. INSURER B: Travelers Property Casualty Co of America INSURER C: Lloyds INSURER D: INSURER E: INSURER F:	<b>FAX</b> (A/C, No):  <b>NAIC #</b> 11000 25674
--	---	---

**COVERAGES****CERTIFICATE NUMBER:** 38993577**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72SBAAC2429	5/8/2017	5/8/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBAAC2429	5/8/2017	5/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	<input checked="" type="checkbox"/> N/A	UB2J193983	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			LDUSA1704508	7/30/2017	7/30/2018	Per Claim: \$2,000,000 Aggregate: \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to:  
Trust administration services related to the Public Agencies Post-Employment Benefits Trust.  
The City of National City, its officers, employees, volunteers and agents are named as additional insureds and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation applies to the general liability and work comp policies-see attached endorsements.

**CERTIFICATE HOLDER**

City of National City  
c/o Risk Manager  
1243 National City Blvd.  
National City CA 91950-4397

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and registered marks of ACORD

262 of 379

**BUSINESS LIABILITY COVERAGE FORM****2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED****1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:****a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.



- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

## BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

#### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

#### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

#### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.



**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to:
  - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to:
  - (1) Any "occurrence" that takes place after you cease to lease that land; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision – Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:





**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY**

**ENDORSEMENT WC 99 03 76 (00)**

Insured: Phase II Systems  
Policy No.: UB2J193983  
Effective Date: 6/1/2017

dba: PARS

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.000% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

**Job Description:**

Projects as on file with the insured.

Authorized Representative

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving effective January 1, 2018, the salary schedule for the Part-Time and Seasonal employee group, as amended: 1) adjusting upward classifications with salary ranges below the 2018 State of

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving effective January 1, 2018, the salary schedule for the Part-Time and Seasonal employee group, as amended: 1) adjusting upward classifications with salary ranges below the 2018 State of California minimum wage; and 2) adjusting upward classifications impacted by the salary compression resulting from the minimum wage increases.

**PREPARED BY:** Stacey Stevenson

**DEPARTMENT:** Human Resources

**PHONE:** 336-4308

**APPROVED BY**



**EXPLANATION:**

On April 4, 2016, California Governor Jerry Brown signed Senate Bill 3 increasing California's minimum wage each year until it reaches \$15.00 on January 1, 2022. Effective January 1, 2018, minimum wage will increase to \$11.00. Under the current City of National City compensation plan, there are seven classifications with top pay steps that are below \$11.00. In order to comply with State law, staff hereby requests authorization to move those classifications to new salary ranges: Cashier, Dishwasher, Kitchen Aide and Recreation Aide from pt042 to pt048; Recreation Leader I from pt045 to pt051; and Police Cadet and Student Worker from pt047 to pt048 effective January 1, 2018.

Should the City Council approve this adjustment, the following classifications will also advance salary ranges in order to maintain the appropriate pay differentials within the classification series: Food Services Worker from pt053 to pt058; Recreation Leader II from pt054 to pt059; Recreation Specialist and Stock Clerk from pt059 to pt064; Recreation Leader III and Lifeguard from pt064 to pt070; Office Aide from pt065 to pt071; Library Clerk from pt066 to pt072; Senior Lifeguard from pt075 to pt080; and Aquatics Manager from pt086 to pt091.

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

The estimated fiscal impact for Fiscal Year 2018 is \$11,235.46. Impacted departments may be able to absorb a portion of the estimated increase through salary savings. Any required adjustments to appropriations will be requested in the Fiscal Year 2018 Mid-Year budget package.

**ENVIRONMENTAL REVIEW:**

This is not a project and is therefore not subject to environmental review.

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution approving the amendment to the salary schedule for the Part-Time and Seasonal employee group.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Resolution  
Part-Time and Seasonal Employee Salary Schedule

City of National City  
Human Resources Department

**PART-TIME and SEASONAL EMPLOYEE GROUP SALARY SCHEDULE**  
January 1, 2018

<b>POSITION TITLE</b>	<b>SALARY RANGE</b>	<b>HOURLY SALARY</b>
<b>Aquatics Manager</b>	<b>pt091</b>	<b>\$13.15 – \$16.00</b>
<b>Cashier</b>	<b>pt048</b>	<b>\$9.07 – \$11.03</b>
<b>Dishwasher</b>	<b>pt048</b>	<b>\$9.07 – \$11.03</b>
<b>Equipment Service Trainee</b>	<b>pt057</b>	<b>\$9.79 – \$11.90</b>
<b>Food Services Worker</b>	<b>pt058</b>	<b>\$9.87 – \$12.00</b>
<b>Kitchen Aide</b>	<b>pt048</b>	<b>\$9.07 – \$11.03</b>
<b>Librarian</b>	<b>pt160</b>	<b>\$23.87 – \$29.01</b>
<b>Library Assistant</b>	<b>pt099</b>	<b>\$14.54 – \$17.68</b>
<b>Library Clerk (Grant Funded)</b>	<b>pt072</b>	<b>\$11.12 – \$13.51</b>
<b>Library Technician</b>	<b>pt124</b>	<b>\$18.04 – \$21.93</b>
<b>Lifeguard/Swim Instructor</b>	<b>pt070</b>	<b>\$10.91 – \$13.25</b>
<b>Management Intern (Graduate)</b>	<b>N/A</b>	<b>\$16.00</b>
<b>Management Intern (Undergraduate)</b>	<b>N/A</b>	<b>\$13.00</b>
<b>Office Aide</b>	<b>pt071</b>	<b>\$11.01 – \$13.38</b>
<b>Police Cadet</b>	<b>pt048</b>	<b>\$9.07 – \$11.03</b>
<b>Police Dispatcher</b>	<b>pt156</b>	<b>\$24.04 – \$29.21</b>



City of National City  
Human Resources Department

**PART-TIME and SEASONAL EMPLOYEE GROUP SALARY SCHEDULE**  
January 1, 2018

<b>POSITION TITLE</b>	<b>SALARY RANGE</b>	<b>HOURLY SALARY</b>
Police Records Clerk	pt099	\$14.54 – \$17.68
Property & Evidence Specialist I	pt127	\$18.53 – \$22.53
Recreation Aide	pt048	\$9.07 – \$11.03
Recreation Leader I	pt051	\$9.29 – \$11.28
Recreation Leader II	pt059	\$9.95 – \$12.10
Recreation Leader III	pt070	\$10.91 – \$13.25
Recreation Specialist	pt064	\$10.39 – \$12.63
Seasonal Park Aide	pt080	\$11.93 – \$14.50
Senior Library Technician	pt129	\$18.88 – \$22.95
Senior Lifeguard	pt080	\$11.93 – \$14.50
Stock Clerk/Storekeeper	pt064	\$10.39 – \$12.63
Student Worker	pt048	\$9.07 – \$11.03

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt001	A	6.21	496.80	496.80	1,076.40	12,916.80
	B	6.52	521.60	521.60	1,130.13	13,561.60
	C	6.84	547.20	547.20	1,185.60	14,227.20
	D	7.19	575.20	575.20	1,246.27	14,955.20
	E	7.54	603.20	603.20	1,306.93	15,683.20
pt002	A	6.27	501.60	501.60	1,086.80	13,041.60
	B	6.58	526.40	526.40	1,140.53	13,686.40
	C	6.92	553.60	553.60	1,199.47	14,393.60
	D	7.25	580.00	580.00	1,256.67	15,080.00
	E	7.62	609.60	609.60	1,320.80	15,849.60
pt003	A	6.32	505.60	505.60	1,095.47	13,145.60
	B	6.63	530.40	530.40	1,149.20	13,790.40
	C	6.97	557.60	557.60	1,208.13	14,497.60
	D	7.31	584.80	584.80	1,267.07	15,204.80
	E	7.68	614.40	614.40	1,331.20	15,974.40
pt004	A	6.36	508.80	508.80	1,102.40	13,228.80
	B	6.68	534.40	534.40	1,157.87	13,894.40
	C	7.01	560.80	560.80	1,215.07	14,580.80
	D	7.37	589.60	589.60	1,277.47	15,329.60
	E	7.73	618.40	618.40	1,339.87	16,078.40
pt005	A	6.38	510.40	510.40	1,105.87	13,270.40
	B	6.71	536.80	536.80	1,163.07	13,956.80
	C	7.04	563.20	563.20	1,220.27	14,643.20
	D	7.40	592.00	592.00	1,282.67	15,392.00
	E	7.76	620.80	620.80	1,345.07	16,140.80
pt006	A	6.43	514.40	514.40	1,114.53	13,374.40
	B	6.76	540.80	540.80	1,171.73	14,060.80
	C	7.08	566.40	566.40	1,227.20	14,726.40
	D	7.45	596.00	596.00	1,291.33	15,496.00
	E	7.83	626.40	626.40	1,357.20	16,286.40
pt007	A	6.48	518.40	518.40	1,123.20	13,478.40
	B	6.80	544.00	544.00	1,178.67	14,144.00
	C	7.15	572.00	572.00	1,239.33	14,872.00
	D	7.49	599.20	599.20	1,298.27	15,579.20
	E	7.88	630.40	630.40	1,365.87	16,390.40

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt008	A	6.53	522.40	522.40	1,131.87	13,582.40
	B	6.85	548.00	548.00	1,187.33	14,248.00
	C	7.20	576.00	576.00	1,248.00	14,976.00
	D	7.55	604.00	604.00	1,308.67	15,704.00
	E	7.94	635.20	635.20	1,376.27	16,515.20
pt009	A	6.59	527.20	527.20	1,142.27	13,707.20
	B	6.93	554.40	554.40	1,201.20	14,414.40
	C	7.26	580.80	580.80	1,258.40	15,100.80
	D	7.64	611.20	611.20	1,324.27	15,891.20
	E	8.01	640.80	640.80	1,388.40	16,660.80
pt010	A	6.66	532.80	532.80	1,154.40	13,852.80
	B	6.99	559.20	559.20	1,211.60	14,539.20
	C	7.33	586.40	586.40	1,270.53	15,246.40
	D	7.70	616.00	616.00	1,334.67	16,016.00
	E	8.09	647.20	647.20	1,402.27	16,827.20
pt011	A	6.71	536.80	536.80	1,163.07	13,956.80
	B	7.03	562.40	562.40	1,218.53	14,622.40
	C	7.39	591.20	591.20	1,280.93	15,371.20
	D	7.75	620.00	620.00	1,343.33	16,120.00
	E	8.14	651.20	651.20	1,410.93	16,931.20
pt012	A	6.77	541.60	541.60	1,173.47	14,081.60
	B	7.10	568.00	568.00	1,230.67	14,768.00
	C	7.46	596.80	596.80	1,293.07	15,516.80
	D	7.84	627.20	627.20	1,358.93	16,307.20
	E	8.23	658.40	658.40	1,426.53	17,118.40
pt013	A	6.82	545.60	545.60	1,182.13	14,185.60
	B	7.17	573.60	573.60	1,242.80	14,913.60
	C	7.52	601.60	601.60	1,303.47	15,641.60
	D	7.90	632.00	632.00	1,369.33	16,432.00
	E	8.30	664.00	664.00	1,438.67	17,264.00
pt014	A	6.85	548.00	548.00	1,187.33	14,248.00
	B	7.20	576.00	576.00	1,248.00	14,976.00
	C	7.55	604.00	604.00	1,308.67	15,704.00
	D	7.94	635.20	635.20	1,376.27	16,515.20
	E	8.34	667.20	667.20	1,445.60	17,347.20

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt015	A	6.90	552.00	552.00	1,196.00	14,352.00
	B	7.25	580.00	580.00	1,256.67	15,080.00
	C	7.62	609.60	609.60	1,320.80	15,849.60
	D	7.98	638.40	638.40	1,383.20	16,598.40
	E	8.39	671.20	671.20	1,454.27	17,451.20
pt016	A	7.00	560.00	560.00	1,213.33	14,560.00
	B	7.36	588.80	588.80	1,275.73	15,308.80
	C	7.71	616.80	616.80	1,336.40	16,036.80
	D	8.11	648.80	648.80	1,405.73	16,868.80
	E	8.52	681.60	681.60	1,476.80	17,721.60
pt017	A	7.05	564.00	564.00	1,222.00	14,664.00
	B	7.41	592.80	592.80	1,284.40	15,412.80
	C	7.77	621.60	621.60	1,346.80	16,161.60
	D	8.16	652.80	652.80	1,414.40	16,972.80
	E	8.58	686.40	686.40	1,487.20	17,846.40
pt018	A	7.12	569.60	569.60	1,234.13	14,809.60
	B	7.47	597.60	597.60	1,294.80	15,537.60
	C	7.85	628.00	628.00	1,360.67	16,328.00
	D	8.24	659.20	659.20	1,428.27	17,139.20
	E	8.64	691.20	691.20	1,497.60	17,971.20
pt019	A	7.19	575.20	575.20	1,246.27	14,955.20
	B	7.54	603.20	603.20	1,306.93	15,683.20
	C	7.92	633.60	633.60	1,372.80	16,473.60
	D	8.32	665.60	665.60	1,442.13	17,305.60
	E	8.73	698.40	698.40	1,513.20	18,158.40
pt020	A	7.22	577.60	577.60	1,251.47	15,017.60
	B	7.59	607.20	607.20	1,315.60	15,787.20
	C	7.96	636.80	636.80	1,379.73	16,556.80
	D	8.36	668.80	668.80	1,449.07	17,388.80
	E	8.78	702.40	702.40	1,521.87	18,262.40
pt021	A	7.28	582.40	582.40	1,261.87	15,142.40
	B	7.65	612.00	612.00	1,326.00	15,912.00
	C	8.03	642.40	642.40	1,391.87	16,702.40
	D	8.43	674.40	674.40	1,461.20	17,534.40
	E	8.85	708.00	708.00	1,534.00	18,408.00



**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt022	A	7.32	585.60	585.60	1,268.80	15,225.60
	B	7.69	615.20	615.20	1,332.93	15,995.20
	C	8.08	646.40	646.40	1,400.53	16,806.40
	D	8.48	678.40	678.40	1,469.87	17,638.40
	E	8.91	712.80	712.80	1,544.40	18,532.80
pt023	A	7.40	592.00	592.00	1,282.67	15,392.00
	B	7.75	620.00	620.00	1,343.33	16,120.00
	C	8.15	652.00	652.00	1,412.67	16,952.00
	D	8.56	684.80	684.80	1,483.73	17,804.80
	E	8.99	719.20	719.20	1,558.27	18,699.20
pt024	A	7.45	596.00	596.00	1,291.33	15,496.00
	B	7.83	626.40	626.40	1,357.20	16,286.40
	C	8.21	656.80	656.80	1,423.07	17,076.80
	D	8.62	689.60	689.60	1,494.13	17,929.60
	E	9.06	724.80	724.80	1,570.40	18,844.80
pt025	A	7.51	600.80	600.80	1,301.73	15,620.80
	B	7.89	631.20	631.20	1,367.60	16,411.20
	C	8.29	663.20	663.20	1,436.93	17,243.20
	D	8.70	696.00	696.00	1,508.00	18,096.00
	E	9.14	731.20	731.20	1,584.27	19,011.20
pt026	A	7.59	607.20	607.20	1,315.60	15,787.20
	B	7.96	636.80	636.80	1,379.73	16,556.80
	C	8.36	668.80	668.80	1,449.07	17,388.80
	D	8.78	702.40	702.40	1,521.87	18,262.40
	E	9.23	738.40	738.40	1,599.87	19,198.40
pt027		0.00				
	A	7.63	610.40	610.40	1,322.53	15,870.40
	B	8.01	640.80	640.80	1,388.40	16,660.80
	C	8.41	672.80	672.80	1,457.73	17,492.80
	D	8.83	706.40	706.40	1,530.53	18,366.40
	E	9.27	741.60	741.60	1,606.80	19,281.60

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt028	A	7.69	615.20	615.20	1,332.93	15,995.20
	B	8.08	646.40	646.40	1,400.53	16,806.40
	C	8.48	678.40	678.40	1,469.87	17,638.40
	D	8.91	712.80	712.80	1,544.40	18,532.80
	E	9.35	748.00	748.00	1,620.67	19,448.00
pt029	A	7.84	627.20	627.20	1,358.93	16,307.20
	B	8.13	650.40	650.40	1,409.20	16,910.40
	C	8.54	683.20	683.20	1,480.27	17,763.20
	D	8.96	716.80	716.80	1,553.07	18,636.80
	E	9.41	752.80	752.80	1,631.07	19,572.80
pt030	A	7.79	623.20	623.20	1,350.27	16,203.20
	B	8.21	656.80	656.80	1,423.07	17,076.80
	C	8.59	687.20	687.20	1,488.93	17,867.20
	D	9.02	721.60	721.60	1,563.47	18,761.60
	E	9.47	757.60	757.60	1,641.47	19,697.60
pt031	A	7.86	628.80	628.80	1,362.40	16,348.80
	B	8.25	660.00	660.00	1,430.00	17,160.00
	C	8.67	693.60	693.60	1,502.80	18,033.60
	D	9.09	727.20	727.20	1,575.60	18,907.20
	E	9.56	764.80	764.80	1,657.07	19,884.80
pt032	A	7.94	635.20	635.20	1,376.27	16,515.20
	B	8.34	667.20	667.20	1,445.60	17,347.20
	C	8.76	700.80	700.80	1,518.40	18,220.80
	D	9.19	735.20	735.20	1,592.93	19,115.20
	E	9.65	772.00	772.00	1,672.67	20,072.00
pt033	A	7.98	638.40	638.40	1,383.20	16,598.40
	B	8.38	670.40	670.40	1,452.53	17,430.40
	C	8.81	704.80	704.80	1,527.07	18,324.80
	D	9.25	740.00	740.00	1,603.33	19,240.00
	E	9.71	776.80	776.80	1,683.07	20,196.80
pt034	A	8.06	644.80	644.80	1,397.07	16,764.80
	B	8.46	676.80	676.80	1,466.40	17,596.80
	C	8.89	711.20	711.20	1,540.93	18,491.20
	D	9.33	746.40	746.40	1,617.20	19,406.40
	E	9.80	784.00	784.00	1,698.67	20,384.00

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt035	A	8.13	650.40	650.40	1,409.20	16,910.40
	B	8.54	683.20	683.20	1,480.27	17,763.20
	C	8.96	716.80	716.80	1,553.07	18,636.80
	D	9.41	752.80	752.80	1,631.07	19,572.80
	E	9.88	790.40	790.40	1,712.53	20,550.40
pt036	A	8.18	654.40	654.40	1,417.87	17,014.40
	B	8.60	688.00	688.00	1,490.67	17,888.00
	C	9.03	722.40	722.40	1,565.20	18,782.40
	D	9.48	758.40	758.40	1,643.20	19,718.40
	E	9.95	796.00	796.00	1,724.67	20,696.00
pt037	A	8.29	663.20	663.20	1,436.93	17,243.20
	B	8.70	696.00	696.00	1,508.00	18,096.00
	C	9.14	731.20	731.20	1,584.27	19,011.20
	D	9.59	767.20	767.20	1,662.27	19,947.20
	E	10.07	805.60	805.60	1,745.47	20,945.60
pt038	A	8.33	666.40	666.40	1,443.87	17,326.40
	B	8.74	699.20	699.20	1,514.93	18,179.20
	C	9.18	734.40	734.40	1,591.20	19,094.40
	D	9.64	771.20	771.20	1,670.93	20,051.20
	E	10.12	809.60	809.60	1,754.13	21,049.60
pt039	A	8.41	672.80	672.80	1,457.73	17,492.80
	B	8.84	707.20	707.20	1,532.27	18,387.20
	C	9.28	742.40	742.40	1,608.53	19,302.40
	D	9.74	779.20	779.20	1,688.27	20,259.20
	E	10.24	819.20	819.20	1,774.93	21,299.20
pt040	A	8.48	678.40	678.40	1,469.87	17,638.40
	B	8.91	712.80	712.80	1,544.40	18,532.80
	C	9.35	748.00	748.00	1,620.67	19,448.00
	D	9.82	785.60	785.60	1,702.13	20,425.60
	E	10.31	824.80	824.80	1,787.07	21,444.80
pt041	A	8.55	684.00	684.00	1,482.00	17,784.00
	B	8.97	717.60	717.60	1,554.80	18,657.60
	C	9.42	753.60	753.60	1,632.80	19,593.60
	D	9.89	791.20	791.20	1,714.27	20,571.20
	E	10.39	831.20	831.20	1,800.93	21,611.20

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt042	A	8.64	691.20	691.20	1,497.60	17,971.20
	B	9.07	725.60	725.60	1,572.13	18,865.60
	C	9.52	761.60	761.60	1,650.13	19,801.60
	D	10.01	800.80	800.80	1,735.07	20,820.80
	E	10.50	840.00	840.00	1,820.00	21,840.00
pt043	A	8.72	697.60	697.60	1,511.47	18,137.60
	B	9.16	732.80	732.80	1,587.73	19,052.80
	C	9.61	768.80	768.80	1,665.73	19,988.80
	D	10.09	807.20	807.20	1,748.93	20,987.20
	E	10.59	847.20	847.20	1,835.60	22,027.20
pt044	A	8.77	701.60	701.60	1,520.13	18,241.60
	B	9.20	736.00	736.00	1,594.67	19,136.00
	C	9.66	772.80	772.80	1,674.40	20,092.80
	D	10.15	812.00	812.00	1,759.33	21,112.00
	E	10.66	852.80	852.80	1,847.73	22,172.80
pt045	A	8.86	708.80	708.80	1,535.73	18,428.80
	B	9.30	744.00	744.00	1,612.00	19,344.00
	C	9.78	782.40	782.40	1,695.20	20,342.40
	D	10.26	820.80	820.80	1,778.40	21,340.80
	E	10.77	861.60	861.60	1,866.80	22,401.60
pt046	A	8.93	714.40	714.40	1,547.87	18,574.40
	B	9.37	749.60	749.60	1,624.13	19,489.60
	C	9.84	787.20	787.20	1,705.60	20,467.20
	D	10.33	826.40	826.40	1,790.53	21,486.40
	E	10.85	868.00	868.00	1,880.67	22,568.00
pt047	A	8.97	717.60	717.60	1,554.80	18,657.60
	B	9.42	753.60	753.60	1,632.80	19,593.60
	C	9.88	790.40	790.40	1,712.53	20,550.40
	D	10.39	831.20	831.20	1,800.93	21,611.20
	E	10.91	872.80	872.80	1,891.07	22,692.80
pt048	A	9.07	725.60	725.60	1,572.13	18,865.60
	B	9.53	762.40	762.40	1,651.87	19,822.40
	C	10.01	800.80	800.80	1,735.07	20,820.80
	D	10.51	840.80	840.80	1,821.73	21,860.80
	E	11.03	882.40	882.40	1,911.87	22,942.40



**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt049	A	9.14	731.20	731.20	1,584.27	19,011.20
	B	9.60	768.00	768.00	1,664.00	19,968.00
	C	10.07	805.60	805.60	1,745.47	20,945.60
	D	10.57	845.60	845.60	1,832.13	21,985.60
	E	11.12	889.60	889.60	1,927.47	23,129.60
pt050	A	9.22	737.60	737.60	1,598.13	19,177.60
	B	9.67	773.60	773.60	1,676.13	20,113.60
	C	10.16	812.80	812.80	1,761.07	21,132.80
	D	10.68	854.40	854.40	1,851.20	22,214.40
	E	11.20	896.00	896.00	1,941.33	23,296.00
pt051	A	9.29	743.20	743.20	1,610.27	19,323.20
	B	9.75	780.00	780.00	1,690.00	20,280.00
	C	10.25	820.00	820.00	1,776.67	21,320.00
	D	10.75	860.00	860.00	1,863.33	22,360.00
	E	11.28	902.40	902.40	1,955.20	23,462.40
pt052	A	9.35	748.00	748.00	1,620.67	19,448.00
	B	9.82	785.60	785.60	1,702.13	20,425.60
	C	10.31	824.80	824.80	1,787.07	21,444.80
	D	10.82	865.60	865.60	1,875.47	22,505.60
	E	11.37	909.60	909.60	1,970.80	23,649.60
pt053	A	9.43	754.40	754.40	1,634.53	19,614.40
	B	9.90	792.00	792.00	1,716.00	20,592.00
	C	10.41	832.80	832.80	1,804.40	21,652.80
	D	10.93	874.40	874.40	1,894.53	22,734.40
	E	11.47	917.60	917.60	1,988.13	23,857.60
pt054	A	9.51	760.80	760.80	1,648.40	19,780.80
	B	9.99	799.20	799.20	1,731.60	20,779.20
	C	10.49	839.20	839.20	1,818.27	21,819.20
	D	11.01	880.80	880.80	1,908.40	22,900.80
	E	11.57	925.60	925.60	2,005.47	24,065.60
pt055	A	9.61	768.80	768.80	1,665.73	19,988.80
	B	10.09	807.20	807.20	1,748.93	20,987.20
	C	10.59	847.20	847.20	1,835.60	22,027.20
	D	11.13	890.40	890.40	1,929.20	23,150.40
	E	11.68	934.40	934.40	2,024.53	24,294.40

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt056	A	9.69	775.20	775.20	1,679.60	20,155.20
	B	10.17	813.60	813.60	1,762.80	21,153.60
	C	10.69	855.20	855.20	1,852.93	22,235.20
	D	11.21	896.80	896.80	1,943.07	23,316.80
	E	11.77	941.60	941.60	2,040.13	24,481.60
pt057	A	9.79	783.20	783.20	1,696.93	20,363.20
	B	10.28	822.40	822.40	1,781.87	21,382.40
	C	10.79	863.20	863.20	1,870.27	22,443.20
	D	11.34	907.20	907.20	1,965.60	23,587.20
	E	11.90	952.00	952.00	2,062.67	24,752.00
pt058	A	9.87	789.60	789.60	1,710.80	20,529.60
	B	10.36	828.80	828.80	1,795.73	21,548.80
	C	10.89	871.20	871.20	1,887.60	22,651.20
	D	11.43	914.40	914.40	1,981.20	23,774.40
	E	12.00	960.00	960.00	2,080.00	24,960.00
pt059	A	9.95	796.00	796.00	1,724.67	20,696.00
	B	10.46	836.80	836.80	1,813.07	21,756.80
	C	10.97	877.60	877.60	1,901.47	22,817.60
	D	11.52	921.60	921.60	1,996.80	23,961.60
	E	12.10	968.00	968.00	2,097.33	25,168.00
pt060	A	10.04	803.20	803.20	1,740.27	20,883.20
	B	10.53	842.40	842.40	1,825.20	21,902.40
	C	11.05	884.00	884.00	1,915.33	22,984.00
	D	11.62	929.60	929.60	2,014.13	24,169.60
	E	12.20	976.00	976.00	2,114.67	25,376.00
pt061	A	10.10	808.00	808.00	1,750.67	21,008.00
	B	10.60	848.00	848.00	1,837.33	22,048.00
	C	11.15	892.00	892.00	1,932.67	23,192.00
	D	11.69	935.20	935.20	2,026.27	24,315.20
	E	12.29	983.20	983.20	2,130.27	25,563.20
pt062	A	10.23	818.40	818.40	1,773.20	21,278.40
	B	10.73	858.40	858.40	1,859.87	22,318.40
	C	11.26	900.80	900.80	1,951.73	23,420.80
	D	11.83	946.40	946.40	2,050.53	24,606.40
	E	12.42	993.60	993.60	2,152.80	25,833.60

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt063	A	10.31	824.80	824.80	1,787.07	21,444.80
	B	10.82	865.60	865.60	1,875.47	22,505.60
	C	11.37	909.60	909.60	1,970.80	23,649.60
	D	11.93	954.40	954.40	2,067.87	24,814.40
	E	12.53	1,002.40	1,002.40	2,171.87	26,062.40
pt064	A	10.39	831.20	831.20	1,800.93	21,611.20
	B	10.91	872.80	872.80	1,891.07	22,692.80
	C	11.45	916.00	916.00	1,984.67	23,816.00
	D	12.03	962.40	962.40	2,085.20	25,022.40
	E	12.63	1,010.40	1,010.40	2,189.20	26,270.40
pt065	A	10.48	838.40	838.40	1,816.53	21,798.40
	B	11.00	880.00	880.00	1,906.67	22,880.00
	C	11.56	924.80	924.80	2,003.73	24,044.80
	D	12.13	970.40	970.40	2,102.53	25,230.40
	E	12.74	1,019.20	1,019.20	2,208.27	26,499.20
pt066	A	10.56	844.80	844.80	1,830.40	21,964.80
	B	11.10	888.00	888.00	1,924.00	23,088.00
	C	11.65	932.00	932.00	2,019.33	24,232.00
	D	12.23	978.40	978.40	2,119.87	25,438.40
	E	12.85	1,028.00	1,028.00	2,227.33	26,728.00
pt067	A	10.65	852.00	852.00	1,846.00	22,152.00
	B	11.18	894.40	894.40	1,937.87	23,254.40
	C	11.74	939.20	939.20	2,034.93	24,419.20
	D	12.32	985.60	985.60	2,135.47	25,625.60
	E	12.95	1,036.00	1,036.00	2,244.67	26,936.00
pt068	A	10.74	859.20	859.20	1,861.60	22,339.20
	B	11.27	901.60	901.60	1,953.47	23,441.60
	C	11.84	947.20	947.20	2,052.27	24,627.20
	D	12.43	994.40	994.40	2,154.53	25,854.40
	E	13.06	1,044.80	1,044.80	2,263.73	27,164.80
pt069	A	10.82	865.60	865.60	1,875.47	22,505.60
	B	11.38	910.40	910.40	1,972.53	23,670.40
	C	11.94	955.20	955.20	2,069.60	24,835.20
	D	12.54	1,003.20	1,003.20	2,173.60	26,083.20
	E	13.16	1,052.80	1,052.80	2,281.07	27,372.80

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt070	A	10.91	872.80	872.80	1,891.07	22,692.80
	B	11.45	916.00	916.00	1,984.67	23,816.00
	C	12.03	962.40	962.40	2,085.20	25,022.40
	D	12.62	1,009.60	1,009.60	2,187.47	26,249.60
	E	13.25	1,060.00	1,060.00	2,296.67	27,560.00
pt071	A	11.01	880.80	880.80	1,908.40	22,900.80
	B	11.57	925.60	925.60	2,005.47	24,065.60
	C	12.13	970.40	970.40	2,102.53	25,230.40
	D	12.75	1,020.00	1,020.00	2,210.00	26,520.00
	E	13.38	1,070.40	1,070.40	2,319.20	27,830.40
pt072	A	11.12	889.60	889.60	1,927.47	23,129.60
	B	11.66	932.80	932.80	2,021.07	24,252.80
	C	12.25	980.00	980.00	2,123.33	25,480.00
	D	12.86	1,028.80	1,028.80	2,229.07	26,748.80
	E	13.51	1,080.80	1,080.80	2,341.73	28,100.80
pt073	A	11.22	897.60	897.60	1,944.80	23,337.60
	B	11.79	943.20	943.20	2,043.60	24,523.20
	C	12.37	989.60	989.60	2,144.13	25,729.60
	D	12.99	1,039.20	1,039.20	2,251.60	27,019.20
	E	13.65	1,092.00	1,092.00	2,366.00	28,392.00
pt074	A	11.33	906.40	906.40	1,963.87	23,566.40
	B	11.89	951.20	951.20	2,060.93	24,731.20
	C	12.49	999.20	999.20	2,164.93	25,979.20
	D	13.11	1,048.80	1,048.80	2,272.40	27,268.80
	E	13.76	1,100.80	1,100.80	2,385.07	28,620.80
pt075	A	11.42	913.60	913.60	1,979.47	23,753.60
	B	11.99	959.20	959.20	2,078.27	24,939.20
	C	12.59	1,007.20	1,007.20	2,182.27	26,187.20
	D	13.22	1,057.60	1,057.60	2,291.47	27,497.60
	E	13.87	1,109.60	1,109.60	2,404.13	28,849.60
pt076	A	11.53	922.40	922.40	1,998.53	23,982.40
	B	12.10	968.00	968.00	2,097.33	25,168.00
	C	12.70	1,016.00	1,016.00	2,201.33	26,416.00
	D	13.34	1,067.20	1,067.20	2,312.27	27,747.20
	E	14.01	1,120.80	1,120.80	2,428.40	29,140.80



**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt077	A	11.62	929.60	929.60	2,014.13	24,169.60
	B	12.19	975.20	975.20	2,112.93	25,355.20
	C	12.80	1,024.00	1,024.00	2,218.67	26,624.00
	D	13.44	1,075.20	1,075.20	2,329.60	27,955.20
	E	14.12	1,129.60	1,129.60	2,447.47	29,369.60
pt078	A	11.75	940.00	940.00	2,036.67	24,440.00
	B	12.33	986.40	986.40	2,137.20	25,646.40
	C	12.95	1,036.00	1,036.00	2,244.67	26,936.00
	D	13.59	1,087.20	1,087.20	2,355.60	28,267.20
	E	14.27	1,141.60	1,141.60	2,473.47	29,681.60
pt079	A	11.83	946.40	946.40	2,050.53	24,606.40
	B	12.42	993.60	993.60	2,152.80	25,833.60
	C	13.04	1,043.20	1,043.20	2,260.27	27,123.20
	D	13.69	1,095.20	1,095.20	2,372.93	28,475.20
	E	14.38	1,150.40	1,150.40	2,492.53	29,910.40
pt080	A	11.93	954.40	954.40	2,067.87	24,814.40
	B	12.53	1,002.40	1,002.40	2,171.87	26,062.40
	C	13.15	1,052.00	1,052.00	2,279.33	27,352.00
	D	13.81	1,104.80	1,104.80	2,393.73	28,724.80
	E	14.50	1,160.00	1,160.00	2,513.33	30,160.00
pt081	A	12.02	961.60	961.60	2,083.47	25,001.60
	B	12.62	1,009.60	1,009.60	2,187.47	26,249.60
	C	13.24	1,059.20	1,059.20	2,294.93	27,539.20
	D	13.91	1,112.80	1,112.80	2,411.07	28,932.80
	E	14.61	1,168.80	1,168.80	2,532.40	30,388.80
pt082	A	12.14	971.20	971.20	2,104.27	25,251.20
	B	12.75	1,020.00	1,020.00	2,210.00	26,520.00
	C	13.39	1,071.20	1,071.20	2,320.93	27,851.20
	D	14.06	1,124.80	1,124.80	2,437.07	29,244.80
	E	14.76	1,180.80	1,180.80	2,558.40	30,700.80
pt083	A	12.23	978.40	978.40	2,119.87	25,438.40
	B	12.85	1,028.00	1,028.00	2,227.33	26,728.00
	C	13.50	1,080.00	1,080.00	2,340.00	28,080.00
	D	14.17	1,133.60	1,133.60	2,456.13	29,473.60
	E	14.88	1,190.40	1,190.40	2,579.20	30,950.40

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt084	A	12.32	985.60	985.60	2,135.47	25,625.60
	B	12.93	1,034.40	1,034.40	2,241.20	26,894.40
	C	13.58	1,086.40	1,086.40	2,353.87	28,246.40
	D	14.26	1,140.80	1,140.80	2,471.73	29,660.80
	E	14.97	1,197.60	1,197.60	2,594.80	31,137.60
pt085	A	12.43	994.40	994.40	2,154.53	25,854.40
	B	13.06	1,044.80	1,044.80	2,263.73	27,164.80
	C	13.70	1,096.00	1,096.00	2,374.67	28,496.00
	D	14.40	1,152.00	1,152.00	2,496.00	29,952.00
	E	15.11	1,208.80	1,208.80	2,619.07	31,428.80
pt086	A	12.58	1,006.40	1,006.40	2,180.53	26,166.40
	B	13.21	1,056.80	1,056.80	2,289.73	27,476.80
	C	13.86	1,108.80	1,108.80	2,402.40	28,828.80
	D	14.56	1,164.80	1,164.80	2,523.73	30,284.80
	E	15.30	1,224.00	1,224.00	2,652.00	31,824.00
pt087	A	12.66	1,012.80	1,012.80	2,194.40	26,332.80
	B	13.30	1,064.00	1,064.00	2,305.33	27,664.00
	C	13.96	1,116.80	1,116.80	2,419.73	29,036.80
	D	14.66	1,172.80	1,172.80	2,541.07	30,492.80
	E	15.39	1,231.20	1,231.20	2,667.60	32,011.20
pt088	A	12.79	1,023.20	1,023.20	2,216.93	26,603.20
	B	13.43	1,074.40	1,074.40	2,327.87	27,934.40
	C	14.10	1,128.00	1,128.00	2,444.00	29,328.00
	D	14.82	1,185.60	1,185.60	2,568.80	30,825.60
	E	15.55	1,244.00	1,244.00	2,695.33	32,344.00
pt089	A	12.93	1,034.40	1,034.40	2,241.20	26,894.40
	B	13.58	1,086.40	1,086.40	2,353.87	28,246.40
	C	14.26	1,140.80	1,140.80	2,471.73	29,660.80
	D	14.97	1,197.60	1,197.60	2,594.80	31,137.60
	E	15.72	1,257.60	1,257.60	2,724.80	32,697.60
pt090	A	13.02	1,041.60	1,041.60	2,256.80	27,081.60
	B	13.68	1,094.40	1,094.40	2,371.20	28,454.40
	C	14.36	1,148.80	1,148.80	2,489.07	29,868.80
	D	15.08	1,206.40	1,206.40	2,613.87	31,366.40
	E	15.83	1,266.40	1,266.40	2,743.87	32,926.40

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt091	A	13.15	1,052.00	1,052.00	2,279.33	27,352.00
	B	13.81	1,104.80	1,104.80	2,393.73	28,724.80
	C	14.50	1,160.00	1,160.00	2,513.33	30,160.00
	D	15.23	1,218.40	1,218.40	2,639.87	31,678.40
	E	16.00	1,280.00	1,280.00	2,773.33	33,280.00
pt092	A	13.67	1,093.60	1,093.60	2,369.47	28,433.60
	B	14.35	1,148.00	1,148.00	2,487.33	29,848.00
	C	15.07	1,205.60	1,205.60	2,612.13	31,345.60
	D	15.82	1,265.60	1,265.60	2,742.13	32,905.60
	E	16.61	1,328.80	1,328.80	2,879.07	34,548.80
pt093	A	13.80	1,104.00	1,104.00	2,392.00	28,704.00
	B	14.49	1,159.20	1,159.20	2,511.60	30,139.20
	C	15.22	1,217.60	1,217.60	2,638.13	31,657.60
	D	15.97	1,277.60	1,277.60	2,768.13	33,217.60
	E	16.78	1,342.40	1,342.40	2,908.53	34,902.40
pt094	A	13.93	1,114.40	1,114.40	2,414.53	28,974.40
	B	14.63	1,170.40	1,170.40	2,535.87	30,430.40
	C	15.36	1,228.80	1,228.80	2,662.40	31,948.80
	D	16.12	1,289.60	1,289.60	2,794.13	33,529.60
	E	16.93	1,354.40	1,354.40	2,934.53	35,214.40
pt095	A	14.04	1,123.20	1,123.20	2,433.60	29,203.20
	B	14.74	1,179.20	1,179.20	2,554.93	30,659.20
	C	15.47	1,237.60	1,237.60	2,681.47	32,177.60
	D	16.26	1,300.80	1,300.80	2,818.40	33,820.80
	E	17.06	1,364.80	1,364.80	2,957.07	35,484.80
pt096	A	14.16	1,132.80	1,132.80	2,454.40	29,452.80
	B	14.86	1,188.80	1,188.80	2,575.73	30,908.80
	C	15.60	1,248.00	1,248.00	2,704.00	32,448.00
	D	16.38	1,310.40	1,310.40	2,839.20	34,070.40
	E	17.21	1,376.80	1,376.80	2,983.07	35,796.80
pt097	A	14.25	1,140.00	1,140.00	2,470.00	29,640.00
	B	14.96	1,196.80	1,196.80	2,593.07	31,116.80
	C	15.71	1,256.80	1,256.80	2,723.07	32,676.80
	D	16.50	1,320.00	1,320.00	2,860.00	34,320.00
	E	17.32	1,385.60	1,385.60	3,002.13	36,025.60

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt098	A	14.42	1,153.60	1,153.60	2,499.47	29,993.60
	B	15.14	1,211.20	1,211.20	2,624.27	31,491.20
	C	15.89	1,271.20	1,271.20	2,754.27	33,051.20
	D	16.69	1,335.20	1,335.20	2,892.93	34,715.20
	E	17.52	1,401.60	1,401.60	3,036.80	36,441.60
pt099	A	14.54	1,163.20	1,163.20	2,520.27	30,243.20
	B	15.26	1,220.80	1,220.80	2,645.07	31,740.80
	C	16.03	1,282.40	1,282.40	2,778.53	33,342.40
	D	16.83	1,346.40	1,346.40	2,917.20	35,006.40
	E	17.68	1,414.40	1,414.40	3,064.53	36,774.40
pt100	A	14.66	1,172.80	1,172.80	2,541.07	30,492.80
	B	15.39	1,231.20	1,231.20	2,667.60	32,011.20
	C	16.15	1,292.00	1,292.00	2,799.33	33,592.00
	D	16.97	1,357.60	1,357.60	2,941.47	35,297.60
	E	17.81	1,424.80	1,424.80	3,087.07	37,044.80
pt101	A	14.77	1,181.60	1,181.60	2,560.13	30,721.60
	B	15.52	1,241.60	1,241.60	2,690.13	32,281.60
	C	16.29	1,303.20	1,303.20	2,823.60	33,883.20
	D	17.10	1,368.00	1,368.00	2,964.00	35,568.00
	E	17.96	1,436.80	1,436.80	3,113.07	37,356.80
pt102	A	14.90	1,192.00	1,192.00	2,582.67	30,992.00
	B	15.65	1,252.00	1,252.00	2,712.67	32,552.00
	C	16.43	1,314.40	1,314.40	2,847.87	34,174.40
	D	17.25	1,380.00	1,380.00	2,990.00	35,880.00
	E	18.12	1,449.60	1,449.60	3,140.80	37,689.60
pt103	A	15.01	1,200.80	1,200.80	2,601.73	31,220.80
	B	15.77	1,261.60	1,261.60	2,733.47	32,801.60
	C	16.56	1,324.80	1,324.80	2,870.40	34,444.80
	D	17.39	1,391.20	1,391.20	3,014.27	36,171.20
	E	18.25	1,460.00	1,460.00	3,163.33	37,960.00
pt104	A	15.14	1,211.20	1,211.20	2,624.27	31,491.20
	B	15.90	1,272.00	1,272.00	2,756.00	33,072.00
	C	16.70	1,336.00	1,336.00	2,894.67	34,736.00
	D	17.53	1,402.40	1,402.40	3,038.53	36,462.40
	E	18.41	1,472.80	1,472.80	3,191.07	38,292.80



**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt105	A	15.27	1,221.60	1,221.60	2,646.80	31,761.60
	B	16.05	1,284.00	1,284.00	2,782.00	33,384.00
	C	16.84	1,347.20	1,347.20	2,918.93	35,027.20
	D	17.69	1,415.20	1,415.20	3,066.27	36,795.20
	E	18.58	1,486.40	1,486.40	3,220.53	38,646.40
pt106	A	15.38	1,230.40	1,230.40	2,665.87	31,990.40
	B	16.14	1,291.20	1,291.20	2,797.60	33,571.20
	C	16.96	1,356.80	1,356.80	2,939.73	35,276.80
	D	17.80	1,424.00	1,424.00	3,085.33	37,024.00
	E	18.69	1,495.20	1,495.20	3,239.60	38,875.20
pt107	A	15.53	1,242.40	1,242.40	2,691.87	32,302.40
	B	16.31	1,304.80	1,304.80	2,827.07	33,924.80
	C	17.12	1,369.60	1,369.60	2,967.47	35,609.60
	D	17.98	1,438.40	1,438.40	3,116.53	37,398.40
	E	18.88	1,510.40	1,510.40	3,272.53	39,270.40
pt108	A	15.66	1,252.80	1,252.80	2,714.40	32,572.80
	B	16.45	1,316.00	1,316.00	2,851.33	34,216.00
	C	17.27	1,381.60	1,381.60	2,993.47	35,921.60
	D	18.14	1,451.20	1,451.20	3,144.27	37,731.20
	E	19.05	1,524.00	1,524.00	3,302.00	39,624.00
pt109	A	15.83	1,266.40	1,266.40	2,743.87	32,926.40
	B	16.62	1,329.60	1,329.60	2,880.80	34,569.60
	C	17.45	1,396.00	1,396.00	3,024.67	36,296.00
	D	18.33	1,466.40	1,466.40	3,177.20	38,126.40
	E	19.25	1,540.00	1,540.00	3,336.67	40,040.00
pt110	A	15.96	1,276.80	1,276.80	2,766.40	33,196.80
	B	16.77	1,341.60	1,341.60	2,906.80	34,881.60
	C	17.60	1,408.00	1,408.00	3,050.67	36,608.00
	D	18.48	1,478.40	1,478.40	3,203.20	38,438.40
	E	19.41	1,552.80	1,552.80	3,364.40	40,372.80
pt111	A	16.10	1,288.00	1,288.00	2,790.67	33,488.00
	B	16.92	1,353.60	1,353.60	2,932.80	35,193.60
	C	17.75	1,420.00	1,420.00	3,076.67	36,920.00
	D	18.64	1,491.20	1,491.20	3,230.93	38,771.20
	E	19.58	1,566.40	1,566.40	3,393.87	40,726.40

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt112	A	16.26	1,300.80	1,300.80	2,818.40	33,820.80
	B	17.07	1,365.60	1,365.60	2,958.80	35,505.60
	C	17.92	1,433.60	1,433.60	3,106.13	37,273.60
	D	18.82	1,505.60	1,505.60	3,262.13	39,145.60
	E	19.76	1,580.80	1,580.80	3,425.07	41,100.80
pt113	A	16.38	1,310.40	1,310.40	2,839.20	34,070.40
	B	17.20	1,376.00	1,376.00	2,981.33	35,776.00
	C	18.05	1,444.00	1,444.00	3,128.67	37,544.00
	D	18.96	1,516.80	1,516.80	3,286.40	39,436.80
	E	19.90	1,592.00	1,592.00	3,449.33	41,392.00
pt114	A	16.56	1,324.80	1,324.80	2,870.40	34,444.80
	B	17.40	1,392.00	1,392.00	3,016.00	36,192.00
	C	18.26	1,460.80	1,460.80	3,165.07	37,980.80
	D	19.17	1,533.60	1,533.60	3,322.80	39,873.60
	E	20.13	1,610.40	1,610.40	3,489.20	41,870.40
pt115	A	16.69	1,335.20	1,335.20	2,892.93	34,715.20
	B	17.51	1,400.80	1,400.80	3,035.07	36,420.80
	C	18.39	1,471.20	1,471.20	3,187.60	38,251.20
	D	19.31	1,544.80	1,544.80	3,347.07	40,164.80
	E	20.28	1,622.40	1,622.40	3,515.20	42,182.40
pt116	A	16.83	1,346.40	1,346.40	2,917.20	35,006.40
	B	17.67	1,413.60	1,413.60	3,062.80	36,753.60
	C	18.56	1,484.80	1,484.80	3,217.07	38,604.80
	D	19.49	1,559.20	1,559.20	3,378.27	40,539.20
	E	20.46	1,636.80	1,636.80	3,546.40	42,556.80
pt117	A	16.95	1,356.00	1,356.00	2,938.00	35,256.00
	B	17.79	1,423.20	1,423.20	3,083.60	37,003.20
	C	18.68	1,494.40	1,494.40	3,237.87	38,854.40
	D	19.61	1,568.80	1,568.80	3,399.07	40,788.80
	E	20.59	1,647.20	1,647.20	3,568.93	42,827.20
pt118	A	17.13	1,370.40	1,370.40	2,969.20	35,630.40
	B	17.99	1,439.20	1,439.20	3,118.27	37,419.20
	C	18.89	1,511.20	1,511.20	3,274.27	39,291.20
	D	19.83	1,586.40	1,586.40	3,437.20	41,246.40
	E	20.82	1,665.60	1,665.60	3,608.80	43,305.60

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt119	A	17.26	1,380.80	1,380.80	2,991.73	35,900.80
	B	18.12	1,449.60	1,449.60	3,140.80	37,689.60
	C	19.03	1,522.40	1,522.40	3,298.53	39,582.40
	D	19.98	1,598.40	1,598.40	3,463.20	41,558.40
	E	20.97	1,677.60	1,677.60	3,634.80	43,617.60
pt120	A	17.39	1,391.20	1,391.20	3,014.27	36,171.20
	B	18.25	1,460.00	1,460.00	3,163.33	37,960.00
	C	19.16	1,532.80	1,532.80	3,321.07	39,852.80
	D	20.12	1,609.60	1,609.60	3,487.47	41,849.60
	E	21.13	1,690.40	1,690.40	3,662.53	43,950.40
pt121	A	17.53	1,402.40	1,402.40	3,038.53	36,462.40
	B	18.41	1,472.80	1,472.80	3,191.07	38,292.80
	C	19.33	1,546.40	1,546.40	3,350.53	40,206.40
	D	20.29	1,623.20	1,623.20	3,516.93	42,203.20
	E	21.31	1,704.80	1,704.80	3,693.73	44,324.80
pt122	A	17.74	1,419.20	1,419.20	3,074.93	36,899.20
	B	18.63	1,490.40	1,490.40	3,229.20	38,750.40
	C	19.56	1,564.80	1,564.80	3,390.40	40,684.80
	D	20.54	1,643.20	1,643.20	3,560.27	42,723.20
	E	21.56	1,724.80	1,724.80	3,737.07	44,844.80
pt123	A	17.86	1,428.80	1,428.80	3,095.73	37,148.80
	B	18.75	1,500.00	1,500.00	3,250.00	39,000.00
	C	19.68	1,574.40	1,574.40	3,411.20	40,934.40
	D	20.67	1,653.60	1,653.60	3,582.80	42,993.60
	E	21.70	1,736.00	1,736.00	3,761.33	45,136.00
pt124	A	18.04	1,443.20	1,443.20	3,126.93	37,523.20
	B	18.94	1,515.20	1,515.20	3,282.93	39,395.20
	C	19.89	1,591.20	1,591.20	3,447.60	41,371.20
	D	20.89	1,671.20	1,671.20	3,620.93	43,451.20
	E	21.93	1,754.40	1,754.40	3,801.20	45,614.40
pt125	A	18.24	1,459.20	1,459.20	3,161.60	37,939.20
	B	19.16	1,532.80	1,532.80	3,321.07	39,852.80
	C	20.11	1,608.80	1,608.80	3,485.73	41,828.80
	D	21.13	1,690.40	1,690.40	3,662.53	43,950.40
	E	22.18	1,774.40	1,774.40	3,844.53	46,134.40

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt126	A	18.37	1,469.60	1,469.60	3,184.13	38,209.60
	B	19.29	1,543.20	1,543.20	3,343.60	40,123.20
	C	20.25	1,620.00	1,620.00	3,510.00	42,120.00
	D	21.26	1,700.80	1,700.80	3,685.07	44,220.80
	E	22.33	1,786.40	1,786.40	3,870.53	46,446.40
pt127	A	18.53	1,482.40	1,482.40	3,211.87	38,542.40
	B	19.45	1,556.00	1,556.00	3,371.33	40,456.00
	C	20.43	1,634.40	1,634.40	3,541.20	42,494.40
	D	21.45	1,716.00	1,716.00	3,718.00	44,616.00
	E	22.53	1,802.40	1,802.40	3,905.20	46,862.40
pt128	A	18.67	1,493.60	1,493.60	3,236.13	38,833.60
	B	19.60	1,568.00	1,568.00	3,397.33	40,768.00
	C	20.58	1,646.40	1,646.40	3,567.20	42,806.40
	D	21.62	1,729.60	1,729.60	3,747.47	44,969.60
	E	22.69	1,815.20	1,815.20	3,932.93	47,195.20
pt129	A	18.88	1,510.40	1,510.40	3,272.53	39,270.40
	B	19.83	1,586.40	1,586.40	3,437.20	41,246.40
	C	20.82	1,665.60	1,665.60	3,608.80	43,305.60
	D	21.86	1,748.80	1,748.80	3,789.07	45,468.80
	E	22.95	1,836.00	1,836.00	3,978.00	47,736.00
pt130	A	19.05	1,524.00	1,524.00	3,302.00	39,624.00
	B	20.00	1,600.00	1,600.00	3,466.67	41,600.00
	C	21.00	1,680.00	1,680.00	3,640.00	43,680.00
	D	22.05	1,764.00	1,764.00	3,822.00	45,864.00
	E	23.15	1,852.00	1,852.00	4,012.67	48,152.00
pt131	A	19.17	1,533.60	1,533.60	3,322.80	39,873.60
	B	20.13	1,610.40	1,610.40	3,489.20	41,870.40
	C	21.14	1,691.20	1,691.20	3,664.27	43,971.20
	D	22.19	1,775.20	1,775.20	3,846.27	46,155.20
	E	23.30	1,864.00	1,864.00	4,038.67	48,464.00
pt132	A	19.33	1,546.40	1,546.40	3,350.53	40,206.40
	B	20.30	1,624.00	1,624.00	3,518.67	42,224.00
	C	21.31	1,704.80	1,704.80	3,693.73	44,324.80
	D	22.38	1,790.40	1,790.40	3,879.20	46,550.40
	E	23.50	1,880.00	1,880.00	4,073.33	48,880.00



**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt133	A	19.54	1,563.20	1,563.20	3,386.93	40,643.20
	B	20.51	1,640.80	1,640.80	3,555.07	42,660.80
	C	21.53	1,722.40	1,722.40	3,731.87	44,782.40
	D	22.61	1,808.80	1,808.80	3,919.07	47,028.80
	E	23.75	1,900.00	1,900.00	4,116.67	49,400.00
pt134	A	19.68	1,574.40	1,574.40	3,411.20	40,934.40
	B	20.67	1,653.60	1,653.60	3,582.80	42,993.60
	C	21.70	1,736.00	1,736.00	3,761.33	45,136.00
	D	22.79	1,823.20	1,823.20	3,950.27	47,403.20
	E	23.93	1,914.40	1,914.40	4,147.87	49,774.40
pt135	A	19.88	1,590.40	1,590.40	3,445.87	41,350.40
	B	20.88	1,670.40	1,670.40	3,619.20	43,430.40
	C	21.92	1,753.60	1,753.60	3,799.47	45,593.60
	D	23.02	1,841.60	1,841.60	3,990.13	47,881.60
	E	24.17	1,933.60	1,933.60	4,189.47	50,273.60
pt136	A	20.08	1,606.40	1,606.40	3,480.53	41,766.40
	B	21.08	1,686.40	1,686.40	3,653.87	43,846.40
	C	22.14	1,771.20	1,771.20	3,837.60	46,051.20
	D	23.25	1,860.00	1,860.00	4,030.00	48,360.00
	E	24.42	1,953.60	1,953.60	4,232.80	50,793.60
pt137	A	20.25	1,620.00	1,620.00	3,510.00	42,120.00
	B	21.26	1,700.80	1,700.80	3,685.07	44,220.80
	C	22.32	1,785.60	1,785.60	3,868.80	46,425.60
	D	23.43	1,874.40	1,874.40	4,061.20	48,734.40
	E	24.61	1,968.80	1,968.80	4,265.73	51,188.80
pt138	A	20.45	1,636.00	1,636.00	3,544.67	42,536.00
	B	21.47	1,717.60	1,717.60	3,721.47	44,657.60
	C	22.55	1,804.00	1,804.00	3,908.67	46,904.00
	D	23.66	1,892.80	1,892.80	4,101.07	49,212.80
	E	24.86	1,988.80	1,988.80	4,309.07	51,708.80
pt139	A	20.63	1,650.40	1,650.40	3,575.87	42,910.40
	B	21.67	1,733.60	1,733.60	3,756.13	45,073.60
	C	22.75	1,820.00	1,820.00	3,943.33	47,320.00
	D	23.88	1,910.40	1,910.40	4,139.20	49,670.40
	E	25.08	2,006.40	2,006.40	4,347.20	52,166.40

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt140	A	20.80	1,664.00	1,664.00	3,605.33	43,264.00
	B	21.84	1,747.20	1,747.20	3,785.60	45,427.20
	C	22.93	1,834.40	1,834.40	3,974.53	47,694.40
	D	24.07	1,925.60	1,925.60	4,172.13	50,065.60
	E	25.28	2,022.40	2,022.40	4,381.87	52,582.40
pt141	A	21.00	1,680.00	1,680.00	3,640.00	43,680.00
	B	22.05	1,764.00	1,764.00	3,822.00	45,864.00
	C	23.15	1,852.00	1,852.00	4,012.67	48,152.00
	D	24.31	1,944.80	1,944.80	4,213.73	50,564.80
	E	25.52	2,041.60	2,041.60	4,423.47	53,081.60
pt142	A	21.16	1,692.80	1,692.80	3,667.73	44,012.80
	B	22.22	1,777.60	1,777.60	3,851.47	46,217.60
	C	23.33	1,866.40	1,866.40	4,043.87	48,526.40
	D	24.50	1,960.00	1,960.00	4,246.67	50,960.00
	E	25.72	2,057.60	2,057.60	4,458.13	53,497.60
pt143	A	21.35	1,708.00	1,708.00	3,700.67	44,408.00
	B	22.42	1,793.60	1,793.60	3,886.13	46,633.60
	C	23.54	1,883.20	1,883.20	4,080.27	48,963.20
	D	24.71	1,976.80	1,976.80	4,283.07	51,396.80
	E	25.95	2,076.00	2,076.00	4,498.00	53,976.00
pt144	A	21.54	1,723.20	1,723.20	3,733.60	44,803.20
	B	22.63	1,810.40	1,810.40	3,922.53	47,070.40
	C	23.76	1,900.80	1,900.80	4,118.40	49,420.80
	D	24.95	1,996.00	1,996.00	4,324.67	51,896.00
	E	26.19	2,095.20	2,095.20	4,539.60	54,475.20
pt145	A	21.77	1,741.60	1,741.60	3,773.47	45,281.60
	B	22.86	1,828.80	1,828.80	3,962.40	47,548.80
	C	24.01	1,920.80	1,920.80	4,161.73	49,940.80
	D	25.20	2,016.00	2,016.00	4,368.00	52,416.00
	E	26.46	2,116.80	2,116.80	4,586.40	55,036.80
pt146	A	21.96	1,756.80	1,756.80	3,806.40	45,676.80
	B	23.06	1,844.80	1,844.80	3,997.07	47,964.80
	C	24.21	1,936.80	1,936.80	4,196.40	50,356.80
	D	25.42	2,033.60	2,033.60	4,406.13	52,873.60
	E	26.69	2,135.20	2,135.20	4,626.27	55,515.20

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt147	A	22.15	1,772.00	1,772.00	3,839.33	46,072.00
	B	23.26	1,860.80	1,860.80	4,031.73	48,380.80
	C	24.42	1,953.60	1,953.60	4,232.80	50,793.60
	D	25.64	2,051.20	2,051.20	4,444.27	53,331.20
	E	26.92	2,153.60	2,153.60	4,666.13	55,993.60
pt148	A	22.35	1,788.00	1,788.00	3,874.00	46,488.00
	B	23.47	1,877.60	1,877.60	4,068.13	48,817.60
	C	24.64	1,971.20	1,971.20	4,270.93	51,251.20
	D	25.87	2,069.60	2,069.60	4,484.13	53,809.60
	E	27.16	2,172.80	2,172.80	4,707.73	56,492.80
pt149	A	22.58	1,806.40	1,806.40	3,913.87	46,966.40
	B	23.71	1,896.80	1,896.80	4,109.73	49,316.80
	C	24.89	1,991.20	1,991.20	4,314.27	51,771.20
	D	26.13	2,090.40	2,090.40	4,529.20	54,350.40
	E	27.44	2,195.20	2,195.20	4,756.27	57,075.20
pt150	A	22.78	1,822.40	1,822.40	3,948.53	47,382.40
	B	23.92	1,913.60	1,913.60	4,146.13	49,753.60
	C	25.11	2,008.80	2,008.80	4,352.40	52,228.80
	D	26.36	2,108.80	2,108.80	4,569.07	54,828.80
	E	27.68	2,214.40	2,214.40	4,797.87	57,574.40
pt151	A	22.99	1,839.20	1,839.20	3,984.93	47,819.20
	B	24.13	1,930.40	1,930.40	4,182.53	50,190.40
	C	25.35	2,028.00	2,028.00	4,394.00	52,728.00
	D	26.61	2,128.80	2,128.80	4,612.40	55,348.80
	E	27.94	2,235.20	2,235.20	4,842.93	58,115.20
pt152	A	23.18	1,854.40	1,854.40	4,017.87	48,214.40
	B	24.34	1,947.20	1,947.20	4,218.93	50,627.20
	C	25.57	2,045.60	2,045.60	4,432.13	53,185.60
	D	26.84	2,147.20	2,147.20	4,652.27	55,827.20
	E	28.19	2,255.20	2,255.20	4,886.27	58,635.20
pt153	A	23.37	1,869.60	1,869.60	4,050.80	48,609.60
	B	24.54	1,963.20	1,963.20	4,253.60	51,043.20
	C	25.78	2,062.40	2,062.40	4,468.53	53,622.40
	D	27.06	2,164.80	2,164.80	4,690.40	56,284.80
	E	28.41	2,272.80	2,272.80	4,924.40	59,092.80

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt154	A	23.60	1,888.00	1,888.00	4,090.67	49,088.00
	B	24.78	1,982.40	1,982.40	4,295.20	51,542.40
	C	26.02	2,081.60	2,081.60	4,510.13	54,121.60
	D	27.32	2,185.60	2,185.60	4,735.47	56,825.60
	E	28.69	2,295.20	2,295.20	4,972.93	59,675.20
pt155	A	23.80	1,904.00	1,904.00	4,125.33	49,504.00
	B	24.99	1,999.20	1,999.20	4,331.60	51,979.20
	C	26.25	2,100.00	2,100.00	4,550.00	54,600.00
	D	27.55	2,204.00	2,204.00	4,775.33	57,304.00
	E	28.93	2,314.40	2,314.40	5,014.53	60,174.40
pt156	A	24.04	1,923.20	1,923.20	4,166.93	50,003.20
	B	25.24	2,019.20	2,019.20	4,374.93	52,499.20
	C	26.50	2,120.00	2,120.00	4,593.33	55,120.00
	D	27.82	2,225.60	2,225.60	4,822.13	57,865.60
	E	29.21	2,336.80	2,336.80	5,063.07	60,756.80
pt157	A	24.27	1,941.60	1,941.60	4,206.80	50,481.60
	B	25.49	2,039.20	2,039.20	4,418.27	53,019.20
	C	26.77	2,141.60	2,141.60	4,640.13	55,681.60
	D	28.11	2,248.80	2,248.80	4,872.40	58,468.80
	E	29.51	2,360.80	2,360.80	5,115.07	61,380.80
pt158	A	24.49	1,959.20	1,959.20	4,244.93	50,939.20
	B	25.71	2,056.80	2,056.80	4,456.40	53,476.80
	C	27.00	2,160.00	2,160.00	4,680.00	56,160.00
	D	28.35	2,268.00	2,268.00	4,914.00	58,968.00
	E	29.77	2,381.60	2,381.60	5,160.13	61,921.60
pt159	A	24.75	1,980.00	1,980.00	4,290.00	51,480.00
	B	25.99	2,079.20	2,079.20	4,504.93	54,059.20
	C	27.29	2,183.20	2,183.20	4,730.27	56,763.20
	D	28.65	2,292.00	2,292.00	4,966.00	59,592.00
	E	30.09	2,407.20	2,407.20	5,215.60	62,587.20
pt160	A	24.94	1,995.20	1,995.20	4,322.93	51,875.20
	B	26.18	2,094.40	2,094.40	4,537.87	54,454.40
	C	27.50	2,200.00	2,200.00	4,766.67	57,200.00
	D	28.87	2,309.60	2,309.60	5,004.13	60,049.60
	E	30.31	2,424.80	2,424.80	5,253.73	63,044.80



**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt161	A	25.16	2,013.16	2,013.16	4,361.85	52,342.16
	B	26.42	2,113.81	2,113.81	4,579.92	54,959.06
	C	27.74	2,219.51	2,219.51	4,808.94	57,707.26
	D	29.13	2,330.48	2,330.48	5,049.37	60,592.48
	E	30.59	2,447.00	2,447.00	5,301.83	63,622.00
pt162	A	25.39	2,031.28	2,031.28	4,401.11	52,813.28
	B	26.66	2,132.84	2,132.84	4,621.15	55,453.84
	C	27.99	2,239.48	2,239.48	4,852.21	58,226.48
	D	29.39	2,351.45	2,351.45	5,094.81	61,137.70
	E	30.86	2,469.03	2,469.03	5,349.57	64,194.78
pt160	A	25.62	2,049.56	2,049.56	4,440.71	53,288.56
	B	26.90	2,152.03	2,152.03	4,662.73	55,952.78
	C	28.25	2,259.64	2,259.64	4,895.89	58,750.64
	D	29.66	2,372.62	2,372.62	5,140.68	61,688.12
	E	31.14	2,491.25	2,491.25	5,397.71	64,772.50
pt163	A	25.85	2,068.00	2,068.00	4,480.67	53,768.00
	B	27.14	2,171.40	2,171.40	4,704.70	56,456.40
	C	28.50	2,279.97	2,279.97	4,939.94	59,279.22
	D	29.92	2,393.97	2,393.97	5,186.94	62,243.22
	E	31.42	2,513.67	2,513.67	5,446.29	65,355.42
pt164	A	26.08	2,086.61	2,086.61	4,520.99	54,251.86
	B	27.39	2,190.95	2,190.95	4,747.06	56,964.70
	C	28.76	2,300.49	2,300.49	4,984.40	59,812.74
	D	30.19	2,415.52	2,415.52	5,233.63	62,803.52
	E	31.70	2,536.29	2,536.29	5,495.30	65,943.54
pt165	A	26.32	2,105.39	2,105.39	4,561.68	54,740.14
	B	27.63	2,210.66	2,210.66	4,789.76	57,477.16
	C	29.01	2,321.20	2,321.20	5,029.27	60,351.20
	D	30.47	2,437.26	2,437.26	5,280.73	63,368.76
	E	31.99	2,559.12	2,559.12	5,544.76	66,537.12
pt166	A	26.55	2,124.34	2,124.34	4,602.74	55,232.84
	B	27.88	2,230.56	2,230.56	4,832.88	57,994.56
	C	29.28	2,342.09	2,342.09	5,074.53	60,894.34
	D	30.74	2,459.19	2,459.19	5,328.25	63,938.94
	E	32.28	2,582.15	2,582.15	5,594.66	67,135.90

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt167	A	26.79	2,143.46	2,143.46	4,644.16	55,729.96
	B	28.13	2,250.63	2,250.63	4,876.37	58,516.38
	C	29.54	2,363.17	2,363.17	5,120.20	61,442.42
	D	31.02	2,481.33	2,481.33	5,376.22	64,514.58
	E	32.57	2,605.39	2,605.39	5,645.01	67,740.14
pt168	A	27.03	2,162.75	2,162.75	4,685.96	56,231.50
	B	28.39	2,270.89	2,270.89	4,920.26	59,043.14
	C	29.81	2,384.44	2,384.44	5,166.29	61,995.44
	D	31.30	2,503.66	2,503.66	5,424.60	65,095.16
	E	32.86	2,628.84	2,628.84	5,695.82	68,349.84
pt169	A	27.28	2,182.22	2,182.22	4,728.14	56,737.72
	B	28.64	2,291.33	2,291.33	4,964.55	59,574.58
	C	30.07	2,405.90	2,405.90	5,212.78	62,553.40
	D	31.58	2,526.19	2,526.19	5,473.41	65,680.94
	E	33.16	2,652.50	2,652.50	5,747.08	68,965.00
pt170	A	27.52	2,201.86	2,201.86	4,770.70	57,248.36
	B	28.90	2,311.95	2,311.95	5,009.23	60,110.70
	C	30.34	2,427.55	2,427.55	5,259.69	63,116.30
	D	31.86	2,548.93	2,548.93	5,522.68	66,272.18
	E	33.45	2,676.37	2,676.37	5,798.80	69,585.62
pt171	A	27.77	2,221.67	2,221.67	4,813.62	57,763.42
	B	29.16	2,332.76	2,332.76	5,054.31	60,651.76
	C	30.62	2,449.40	2,449.40	5,307.03	63,684.40
	D	32.15	2,571.87	2,571.87	5,572.39	66,868.62
	E	33.76	2,700.46	2,700.46	5,851.00	70,211.96
pt172	A	28.02	2,241.67	2,241.67	4,856.95	58,283.42
	B	29.42	2,353.75	2,353.75	5,099.79	61,197.50
	C	30.89	2,471.44	2,471.44	5,354.79	64,257.44
	D	32.44	2,595.01	2,595.01	5,622.52	67,470.26
	E	34.06	2,724.76	2,724.76	5,903.65	70,843.76
pt173	A	28.27	2,261.84	2,261.84	4,900.65	58,807.84
	B	29.69	2,374.94	2,374.94	5,145.70	61,748.44
	C	31.17	2,493.68	2,493.68	5,402.97	64,835.68
	D	32.73	2,618.37	2,618.37	5,673.14	68,077.62
	E	34.37	2,749.29	2,749.29	5,956.80	71,481.54

**CITY OF NATIONAL CITY  
PART-TIME & SEASONAL POSITIONS**

**EFFECTIVE: JANUARY 1, 2018**

<b>RANGE</b>	<b>STEP</b>	<b>HOURLY</b>	<b>BASE</b>	<b>BIWEEKLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
pt174	A	28.53	2,282.20	2,282.20	4,944.77	59,337.20
	B	29.95	2,396.31	2,396.31	5,192.01	62,304.06
	C	31.45	2,516.13	2,516.13	5,451.62	65,419.38
	D	33.02	2,641.93	2,641.93	5,724.18	68,690.18
	E	34.68	2,774.03	2,774.03	6,010.40	72,124.78
pt175	A	28.78	2,302.74	2,302.74	4,989.27	59,871.24
	B	30.22	2,417.88	2,417.88	5,238.74	62,864.88
	C	31.73	2,538.77	2,538.77	5,500.67	66,008.02
	D	33.32	2,665.71	2,665.71	5,775.71	69,308.46
	E	34.99	2,799.00	2,799.00	6,064.50	72,774.00

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting the benefits plan for the Confidential employee group as amended to allow for on-call and call-back pay for the Management Information Systems Technician series. (Human Resources)



# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City adopting the benefits plan for the Confidential employee group as amended to allow for on-call and call-back pay for the Management Information Systems Technician series.

**PREPARED BY:** Stacey Stevenson

**DEPARTMENT:** Human Resources

**PHONE:** 336-4308

**APPROVED BY:**



**EXPLANATION:**

See attached explanation

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

	<u>FY 18</u>	<u>Annual*</u>
001-411-000-1**	\$9,000	\$18,000
629-403-082-1**	\$7,950	\$15,900

\* at current rates of pay

**ENVIRONMENTAL REVIEW:**

This is not a project and is therefore not subject to environmental review.

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution amending the compensation plan for the Confidential employee group, allowing for on-call and call-back pay for the Management Information Systems Technician series.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Explanation  
Summary of Benefits – Confidential Group  
Resolution

TITLE - Resolution of the City Council of the City of National City adopting the benefits plan for the Confidential employee group as amended to allow for on-call and call-back pay for the Management Information Systems Technician series.

## EXPLANATION

Although the City of National City is in operation twenty four (24) hours a day, seven (7) days a week, most support functions, including information technology (IT), are on duty forty (40) hours a week, working Monday through Thursday from 7:00 a.m. to 6:00 p.m. Because of the limited number of budgeted positions, it is not feasible to organize staff in a manner to allow for a more expanded coverage window, yet it is imperative that critical areas such as information technology be available to respond around the clock to emergencies.

Based on the above, the City's management information technicians are required to be on call. As dictated, one member of the management technician job series is required to be on call each week to respond to emergency calls for service. In recognition of the limitations placed on the after-hours activities of an employee serving in an on-call capacity, staff seeks to add on-call and call-back pay to the compensation plan for members of this series.

Consistent with the premium compensation established by the City Council for applicable members of the Municipal Employees' Association (MEA) group, staff recommends the following:

### On-Call

1. For a normal work day shift, pay shall be the dollar equivalent to one and one half (1½) hours at current hourly rate per each day of on-call status.
2. For a normal weekend shift (Saturday and Sunday), pay shall be the dollar equivalent to two (2) hours at current hourly rate per each day of on-call status.
3. For a fixed holiday on which the Civic Center is closed, pay shall be the dollar equivalent to two and one half (2½) hours at current hourly rate per each day of on-call status.

### Call Back

The City may direct a field response by an employee during other than normal working hours for emergency purposes which shall constitute a "call-back" paid at the rate of one and one-half (1½) times the number of hours worked, with two (2) hours being the minimum for any call-back that requires return to the work site. Call-back time earned shall not be counted as actual time worked for overtime purposes.

## FISCAL IMPACT

The estimated fiscal impact is \$16,950 for fiscal year 2018 and \$33,900 annually thereafter.

December 19, 2017



## SUMMARY OF BENEFITS CONFIDENTIAL GROUP December 19, 2017

### **Holidays**

The following days are fixed holidays:

- |   |  |
|---|--|
| 1. New Year's Day - January 1st                           | 6. Labor Day - 1st Monday in September                     |
| 2. Martin Luther King - 3 <sup>rd</sup> Monday in January | 7. Thanksgiving Day - 4 <sup>th</sup> Thursday in November |
| 3. Cesar Chavez Birthday - March 31 <sup>st</sup>         | 8. Day after Thanksgiving                                  |
| 4. Memorial Day - Last Monday in May                      | 9. Christmas Eve - December 24 <sup>th</sup>               |
| 5. Independence Day - July 4 <sup>th</sup>                | 10. Christmas Day - December 25 <sup>th</sup>              |

The following days are credited as "Floating Holidays":

- |   |   |
|---|---|
| 1. Lincoln's Birthday - February 12 <sup>th</sup>             | 3. Columbus Day - 2 <sup>nd</sup> Monday in October |
| 2. Washington's Birthday - 3 <sup>rd</sup> Monday in February | 4. Veterans' Day - November 11 <sup>th</sup>        |

Also each employee shall be credited with an additional two (2) "Floating Holidays". An employee may use floating holidays in any increment of 15 minutes. Scheduling of time-off must be approved by department head and must be within fiscal year earned. New employees shall not receive credit for holidays which occurred prior to their starting date.

### **Annual Vacation Leave**

All accrual rates are calculated on the basis of biweekly pay periods:

- |                              |                             |
|------------------------------|-----------------------------|
| 1 through 5 year's service   | ➤ 3.08 hours per pay period |
| 6 through 10 year's service  | ➤ 4.62 hours per pay period |
| 11 through 12 year's service | ➤ 4.94 hours per pay period |
| 13 through 14 year's service | ➤ 5.23 hours per pay period |
| 15+ year's service           | ➤ 6.15 hours per pay period |

New employees will receive, during their initial probationary period, five (5) days (totaling 40 hours) of accrued vacation at completion of nine (9) months of employment and five (5) days (totaling 40 hours) of accrued vacation at completion of probationary period. Then the employee will accrue at the above rates until the maximum of 2.5 times annual accrual is reached. An employee may take earned vacation in any increment of 15 minutes or more. Scheduling of vacation is subject to the approval of the department head.

### **Vacation Sell-Back**

Employees using a minimum of 50 vacation hours during the eligibility period, and having at least 80 hours "on the books" before and after the request, may convert a minimum of 20 hours and maximum of 80 hours of their accumulated vacation time each year.

### **Sick Leave Accumulation**

Each regular full-time career or probationary employee earns sick leave at a rate of 3.69 hours per biweekly pay period. An employee may accumulate sick leave up to a maximum of 400 hours.

### **Sick Leave Incentive Pay**

Employees using 36 hours of sick leave or less during the 26 complete pay periods of each fiscal year and having a minimum accrual of 160 hours may sell for cash the excess over 160 hours according to the following schedule:

<b>Unused Sick Leave From Current Year's Accrual</b>	<b>Annual Maximum Sell Back</b>
96 Hours	48 Hours
From 80-95 Hours	44 Hours
From 60-79 Hours	40 Hours
<b>Payment will be made during the month of August of each year</b>	

### **Family and Medical Leave**

An employee is entitled to family and medical care with or without pay for childbirth, illness, injury or death in the employee's family according to State and Federal law.

### **Overtime**

#### **A. Standard Overtime**

Employees receive pay or by mutual agreement compensatory time-off at a rate of one and one-half (1½) hours for each hour of overtime worked. Maximum accumulation of compensating time off is 100 converted hours. The smallest unit of time credited as overtime is one-quarter (1/4) hour.

#### **B. On-Call and Call Back**

Employees classified in the Management Information Systems series may be assigned to on-call status for possible work and will be required to be available after working hours where the employee can be reached by telephone or pager and can respond within 30 minutes.

On-Call Pay shall be compensated at a rate of one and one-half (1½) hours at current hourly rate per each day of on-call status.

- For a normal work day shift, pay shall be the dollar equivalent to one and one half (1½) hours at current hourly rate per each day of on-call status.
- For a normal weekend shift (Saturday and Sunday), pay shall be the dollar equivalent to two (2) hours at current hourly rate per each day of on-call status.
- For a fixed holiday on which the Civic Center is closed, pay shall be the dollar equivalent to two and one half (2½) hours at current hourly rate per each day of on-call status.

Whether on assigned on-call or not, Management Information Systems employees may be directed to respond during other than normal working hours for emergency purposes which shall constitute a "call-back", and paid at the rate of one and one-half (1½) times the number of hours



worked, with two (2) hours being the minimum for any call-back that requires return to the work site. Call-back time earned shall not be counted as actual time worked for overtime purposes.

### **Salary Steps**

The salary range for all classifications consists of five (5) steps; step "A" is the minimum rate and is the normal hiring rate. Eligible for advancement to step "B" after six (6) months of satisfactory service. Advancement to steps "C" and "D" and "E" after 12 months of satisfactory service at the preceding step. See salary schedule for actual pay rate.

### **Wages**

Employees shall receive a 2% COLA increase on 07/05/16, a 4% market adjustment for the classifications of Executive Assistants I thru IV & Payroll Technician on 07/04/17, and a 2% COLA increase on 07/03/18.

### **Health and Dental Insurance**

The City shall provide up to \$1,000.00 per month for medical and dental benefits. Cash-in-lieu will continue to be available to employees providing proof of coverage under a non-City sponsored health plan. The maximum cash-in-lieu will be limited to the difference between \$658.19 per month and the cost of the employee's City of National City medical and dental coverage selection.

### **Employee Life Insurance**

The City provides a Term Life Insurance of \$25,000 for each employee. Additional Voluntary Life Insurance is available for employee and/or dependents at employee's own expense.

### **Short Term/Long Term Disability Insurance**

All employees shall participate in the City sponsored Disability Insurance Program through payroll deduction at their own expense. If you are unable to work due to medical reasons for an extended period, be sure to check with the Human Resources Department or Payroll Division concerning this income protection program.

### **Retirement**

Career City employees are members of the California Public Employees' Retirement System (CalPERS).

**Tier 1:** 3% @ 60 – Employees hired on or before March 21, 2011.

**Tier 2:** 2% @ 60

- Employees hired between March 22, 2011 and December 31, 2012.
- Employees hired on or after January 1, 2013 who are classified as continuing or "classic" members of the California Public Retirement System as defined by the State of California Government Code and CalPERS regulations.

**Tier 3:** 2% @ 62 – Employees hired on or after January 1, 2013 who are new members to the California Public Retirement System as defined by the State of California Government Code and CalPERS regulations.

The City does not participate in Social Security, except for the mandatory Medicare contribution.

### **Education Expenses Reimbursement**

This plan is available to employees who have successfully completed probation and wish to improve their work performance through furthering their education. The plan provides up to \$1,200 per fiscal year for

fees and related expenses. Obtain a copy of the reimbursement form which has the procedures from the Human Resources Department before signing-up for the course.

### **Bilingual Pay**

Those employees who successfully complete the Bilingual Performance Evaluation administered by the Human Resources Department or provide other evidence acceptable to the Human Resources Department of their competence, who are regularly required to use their bilingual skills in Spanish, Tagalog or any other second language approved by the Director of Human Resources, shall receive a pay differential of \$50.00 per pay period. Each Department Director shall recommend the position to receive bilingual pay in writing to the Director of Human Resources for approval.

### **Retiree Health Benefit**

Employees who retire from the City after July 1, 2016, and who have at least 20 years of service shall receive \$20/month for each year of pensionable service with the City as the City's contribution towards medical insurance when the employee retires from CalPERS simultaneously with separating from the City of National City. This contribution shall continue until the retiree qualifies for Medicare, and a qualifying retiree may receive this contribution even if not enrolled in a City health plan, so long as the retiree annually provides the City with written proof that the retiree is using the contributions to pay for health premiums.

### **Other Reimbursements**

Employees may be reimbursed for the actual cost of the certificate or license expenses and any required medical examinations when such certificate or license is required by the City or law in the performance of their duties. Claims and proof of costs shall be submitted to the Human Resources Department for approval of payment.

### **125 Flex Spending Program**

Available to employees is a Section 125 reimbursement plan to allow pre-tax dollars to be used in the payment of employee's portion of medical, dental and insurance premiums, medical expenses and dependent care expenses. For more information, contact the Human Resources Department.

### **Deferred Compensation and Roth IRA Plans**

Career employees are eligible to participate in a Deferred Compensation and/or Roth IRA plans. These plans enable the employee to defer a specified amount of his/her current income to supplement his/her retirement program and gain potential tax savings. The City's plan is administered by the ICMA Retirement Corporation. Participation is handled through payroll deduction. The City does not make any contributions into this program.

### **Employee Assistance Program**

The City will provide an Employee Assistance Program at no cost to the employee. The program is available to employees and dependents for professional counseling services in the area of marital, drug and alcohol, stress and other psychological problems.

### **Workers' Compensation**

If an employee is injured on the job or becomes ill as a result of his/her employment, he/she received Workers' Compensation temporary or permanent payments during the time that he/she is unable to work. Also, the City pays all related medical expenses and, if appropriate and necessary, the cost of rehabilitation training. If you have an accident on the job or suffer an illness, which you believe is caused by your job, be sure to inform your supervisor as soon as possible. He/she will make an appropriate referral for health care, if needed.

### **Recreation and Entertainment Discounts**

The City teamed up with “Wild at Work” to provide our employees access to corporate discount programs on recreation and entertainment activities. For more information on the types of discounts available, contact the Human Resources Department.

### **Employee Credit Union**

The credit union, established under Federal rules and regulations, is available to all employees who wish to take advantage of a convenient savings and loan program. Loan payments and savings deposits are handled primarily by payroll deduction. For more information, call (858) 495-3400 or visit the Point Loma Credit Union at 3003 Highland Avenue, Suite C, National City.

### **Civil Service System**

Provisions of the National City Civil Service Ordinance and Rules cover career employees. The Civil Service system is designed to define the responsibilities and the rights of the employer and the employees, promote employee morale and to provide for economy and efficiency in City services. The Civil Service Commission, which consists of five citizens of National City, oversees the implementation of the civil service system, hears, appeals and acts in an advisory capacity to the City Council and the Personnel Director on personnel matters in the City service. For more information about Civil Service rules and employee rights and responsibilities under the Civil Service System, contact the Human Resources Department.

### **Equal Opportunity & Freedom From Discrimination**

As an equal opportunity employer, the City fully complies with all applicable State and Federal Employment law. There shall be no discrimination in employment, promotion or any other personnel action based on ethnic background, religion, national origin, marital status, sex, age or disability, unless directly job-related and consistent with the applicable law. There is no mandatory retirement age. The City will make reasonable accommodations to meet the requirements of otherwise qualified applicants and employees who have a physical or mental disabilities. Any questions concerning this policy or complaints of possible discrimination or harassment based on any of the above factors may be directed to the Director of Human Resources.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement by and between the City of National City and National City Living History Farm Preserve approving relocation of a Victorian Home from 1904 “F” Avenue



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement by and between the City of National City and National City Living History Farm Preserve approving relocation of a Victorian Home from 1904 "F" Avenue to the Stein Farm property located at 1808 "F" Avenue in National City, subject to applicable City permits. |

**PREPARED BY:** Gregory Rose  
Property Agent

**DEPARTMENT:** Housing & Economic  
Development

**PHONE:** 619 336-4266

**APPROVED BY:** 

**EXPLANATION:**

(Please see attached background report).

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

See background report for financial statement.

**ENVIRONMENTAL REVIEW:**

The Agreement is not considered a project as defined by the California Environmental Quality Act (CEQA), and is therefore not subject to CEQA.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

N/A

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Background Report
2. Proposal from Stein Farm
3. Agreement
4. Resolution

## Background Report

The National City Living History Farm Preserve (“Stein Farm”) approached the City with a proposal to relocate a Victorian home onto the Stein Farm property. The home is located at 1904 F Avenue, just south of the Stein Farm property, and recently sold to a developer that intended to demolish the 1880’s era Queen Ann Victorian home to make way for new construction. The developer has agreed to donate the home to Stein Farm.

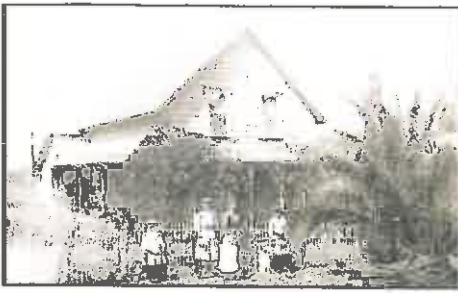
Stein Farm has proposed to obtain all necessary permits to relocate the home. They agree to restore the home and obtain an occupancy permit within six months of the move.

The Stein Farm is seeking approval from the City to move the house.

An Agreement is attached which lays out the conditions of the move, including but not limited to the City’s issuance of all applicable permits before the move begins.

## Financial Statement

The National City Living History Farm Preserve is not asking the City for any financial assistance. They intend to get all the materials, labor, contractor oversight, historic guidance for restoration, the relocation of the home, and architectural drawings donated or they will pay for it themselves. The Stein Farm has provided an estimate of costs and how they intend to fund the relocation in their proposal.



## The Stein Family Farm

1808 F Avenue  
National City, Ca, 91950  
619.477.4113

[www.steinfamilyfarm.org](http://www.steinfamilyfarm.org)

FB: The Stein Family Farm

October 30, 2017

Honorable Mayor and City Council:

I am submitting this letter and documentation with regards to the 1880's Queen Ann Victorian Home that sits to the immediate south of the Stein Family Farm property at 1904 F Avenue. This approximately 1,453 square foot home was moved to its present location by Charles Stein when he owned his original 10 acres and has remained at this location since approximately the early 1900's. A twin to this house originally existed, but was lost to a weekend, unpermitted demolition back in 1982. The house, although bid on by several young couples wanting to raise their children here in our City, was recently purchased by a company who wants to demolish it and unfortunately allowed a Chula Vista Swat operation to take place in it last month where in the existing windows were all broken. However, other than that, the home remains in tact with original hardwood floors, several original doors, moldings and picture rails on the inside and Victorian details on the outside other items are easily replaced. There had been a fire in the upstairs front bedroom when the house was a rental and inspection shows only a couple floor boards in need of replacement along with a small ceiling patch. The Stein Family Farm Board is proposing to have the home moved to the south end of the Stein Farm property, just across the fence line from where it is presently located in order to preserve one of our few remaining small Victorian structures. We have spoken with the developers and expressed our interest and discussed the use of their demolition fees to move the home rather than demolish it to which they seemed amenable. We have also discussed that the Save Our Heritage Organization in San Diego is looking into providing a tax credit to the developer for their donation of the home. City staff has been contacted and a meeting held to determine how to go about doing something like this and quickly getting our ducks in a row (farm humor) and we are presently moving forward. We are not asking for City funding and are proposing the costs involved in the project to be covered by our organization and those who support us including licensed contractor oversight of the project, labor, material supplies, historic guidance for restoration, architectural and structural drawings etc., and are working on project estimates at the moment. The proposed use would be for a gift shop/class room for teachers-students and possible upstairs rental in the future to help support the continued running of the farm. Our estimated project timeframe is 3-6 months.

The Stein Family Farm Board is requesting your support of this project wherein we are proposing the saving of a National City Historic Home. I am including photos for your review as well as a plot plan to assist you in visualizing our proposal and would be happy to answer any questions you may have.

Sincerely,

Lori Anne Peoples  
Founder/President  
National City Living History Farm Preserve, Inc.  
DBA: The Stein Family Farm

### **Estimated Costs Proposed Funding for Project**

Permit Fees –	To be waived by City
SDG&E –	No cost for connection, we have to trench to pole and provide wire and meter.
	Meter & wiring provided by Christmas in July – donation
Water-	Water is currently available on the property. Pipes provided by Christmas in July - donation
Sewer –	City to open line for our connection. We will trench and pipe to street. Sewer pipes provided by Christmas in July – Donation.
Structural Engineering: Plans (foundation)	LAMAR Engineering, \$1,000 Paid by NCLHFP (\$5,000 value)
CAD Drawing of House:	Specialty Design, \$750 Paid by NCLHFP (\$5,000 value)
House move:	Superior House Movers, \$15,000 to be covered by Kire Demo funds (\$45,000-\$55,000 value)
Foundation L&M:	JBW Enterprises, \$10,000 NCLHFP has funding to cover, however is seeking donations of materials and labor from others to assist
Paint:	Sherwin Williams has committed to provide paint for both interior and exterior - donation
Interior improvements:	Windows, light fixtures, outlet covers, wall patch, floor repair and refinishing, historic doors, missing moldings etc. currently salvaging – donations. Labor – donated, NCLHFP, So. Bay Marina Kiwanis Club, SOHO, Sweetwater Kiwanis Key Club, etc.



## Proposal

Superior House Movers  
1409 1st Ave. #2  
Chula Vista, CA. 91911

PROPOSAL NO.

#007

SHEET NO.

DATE

11/26/2017

PROPOSAL SUBMITTED TO:

NAME

WORK TO BE PERFORMED AT:

ADDRESS

ADDRESS

PHONE NO.

ARCHITECT

1904 F Ave.

National City, CA 91950

DATE OF PLANS

Lamar Engineering Inc. (Luis)

(619) 370-9515

We hereby propose to furnish the materials and perform the labor necessary for the completion of

This contract agreement between  
Superior House Movers and is  
for moving Victorian House. Job is currently  
located at 1904 F Ave in the City of National City CA.

Job will consist of moving home basically over  
50ft to the next lot at 1908 F Ave. Once moved to  
new location house will be cribbed at 4ft so new  
foundation can be set in place. Once foundation is ready  
S. H. M. will lower house and remove equipment.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and  
completed in a substantial workmanlike manner for the sum of fifteen thousand and  
00/100 Dollars (\$ 15,000.00 ) with payments to be made as follows.

- 1) Upon signing contract 10% down → \$ 1,500.00
- 2) Once work starts on home → \$ 7,000.00
- 3) Once house is moved to new lot → \$ 4,500.00
- 4) Final → \$ 2,000.00

Any alteration or deviation from above specifications involving extra costs  
will be executed only upon written order, and will become an extra charge  
over and above the estimate. All agreements contingent upon strikes,  
accidents, or delays beyond our control.

Respectfully  
submitted

Superior House Movers

Per

Dart Marquez

Note — this proposal may be withdrawn by us if not accepted within 5 days.

NOTE: ANY EXTRA WORK WILL  
BE T/M

NOTE: ANY ADDITIONAL INSURANCE TO POLICY IS \$ 550.00 EXTRA

## ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as  
outlined above. CA # 81541

Signature

Date

11/26/2017

August 30, 2017

Stephan Gaspar  
KirE Builders, Inc.  
10625 Scripps Ranch Blvd., Ste. F  
San Diego, CA 92131



Re: **Notice of Completion-Asbestos Abatement-1904 F Ave, National City,  
California**

Mr. Gaspar,

In accordance with our Change Order authorization of July 17, 2017, please be advised that asbestos containing material (ACM/material containing more than one percent [ $>1\%$ ] asbestos by volume) previously identified in the survey report at the subject structure has been formally abated, and the lead-based paint (LBP/painted material containing equal to or greater than 0.5% by weight) identified in the survey report has been stabilized, effective August 7, 2017.

The ACM included:

- Exterior roof mastic

The LBP included:

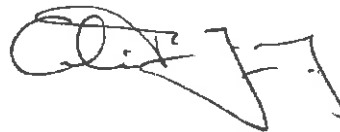
- All exterior components
- Interior doors and jambs
- Interior window frames

This "Notice of Completion" is limited to work performed at the above referenced location. Based upon both our oversight of the abatement activities and our inspection of the structure, post-abatement, demolition of the structure may be performed without further regard for the presence of ACM or the instability of LBP.

If you have any questions, please don't hesitate to call.



John Payne, C.A.C.  
Project Scientist  
CA Certified Asbestos Consultant #93-1226



Colin P. Young, CIH  
Principal

**PHOTO OF STEIN ORIGINAL**  
**PROPERTY SHOWING 1904 F**  
**AVENUE WITH CONSTRUCTION OF**  
**KITCHEN ADDITION 1920'S**





**PHOTOS EXTERIOR & INTERIOR AS**  
**OF 9/2017 PRIOR TO WINDOW**  
**BREAKAGE**



























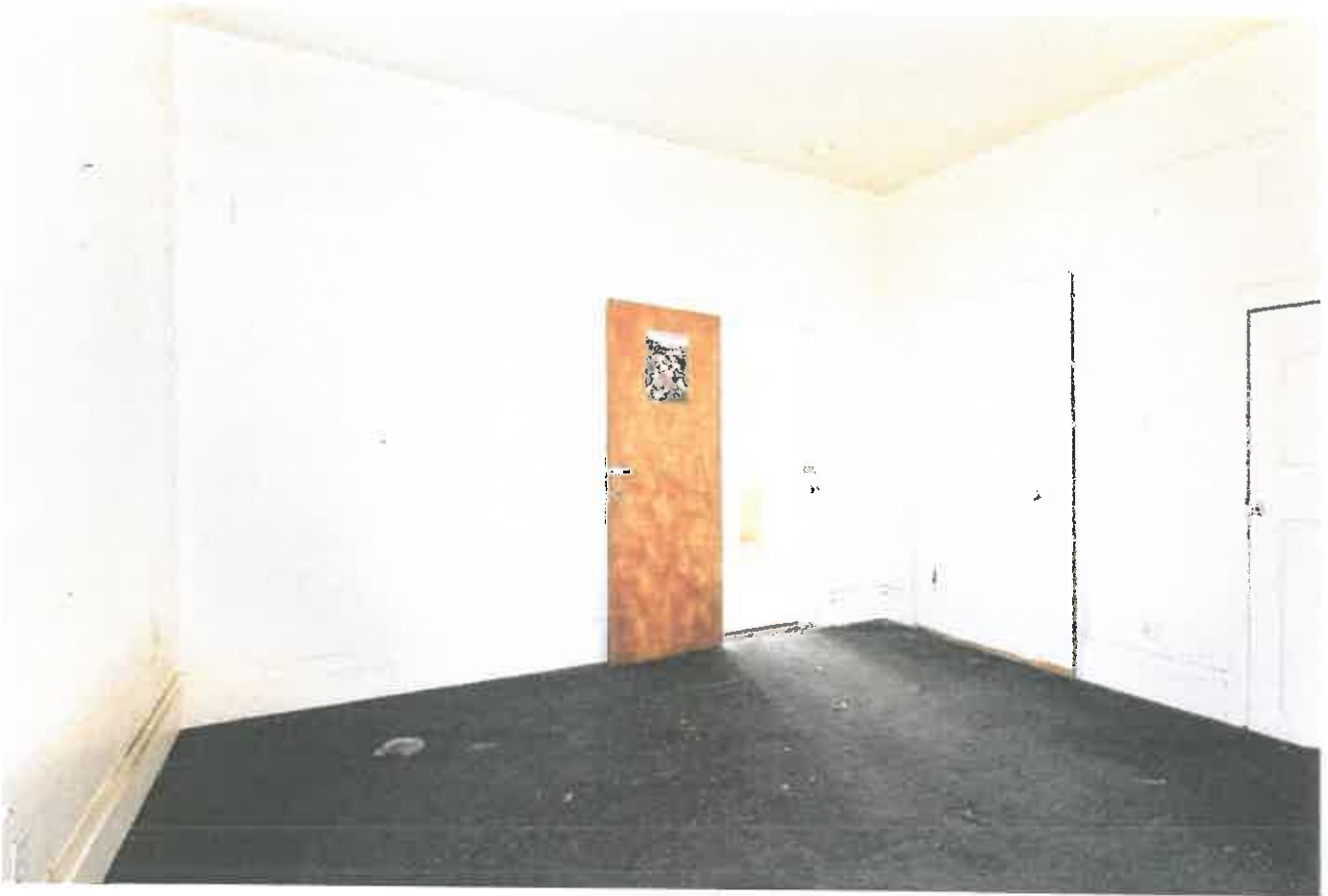








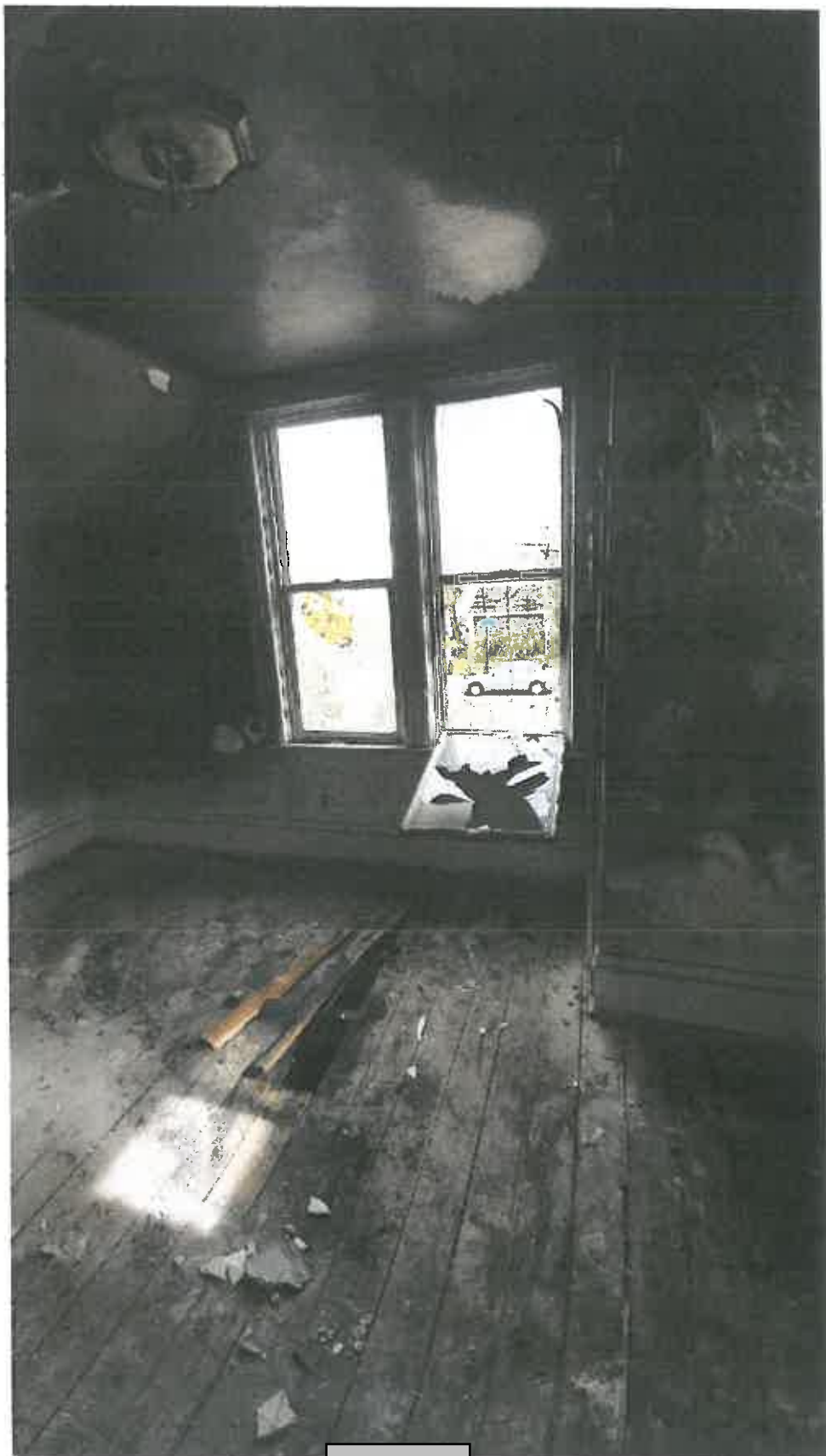








**PHOTOS OF MINIMAL FIRE**  
**DAMAGE TO UPSTAIRS FRONT**  
**BEDROOM**













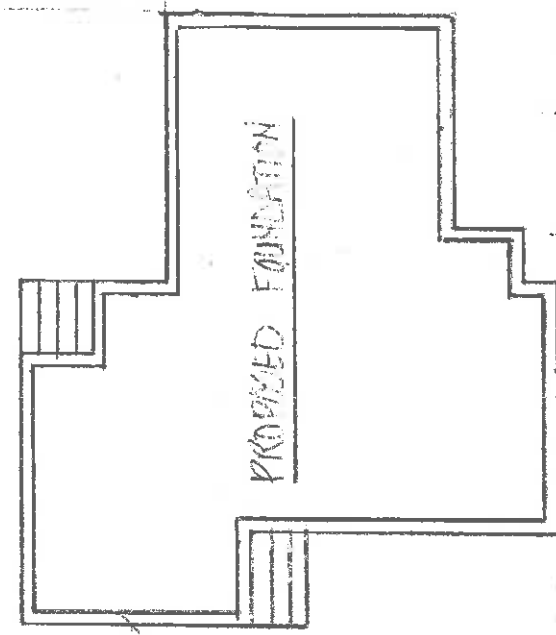
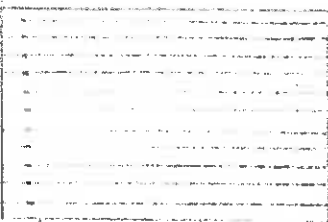




**PROPOSED PLOT PLAN**  
**MOVE OF HOME FROM 1904 F TO**  
**SOUTH END OF 1808 F AVENUE**



EQUIPMENT  
PORT  
(TO BE  
REMOVED)



PROPOSED FOUNDATION

LAST KNOWN  
WELL



STEIN FARM

19000 'F' AVENUE

PROPERTY LINE

EXISTING DRIVEWAY

EXISTING  
QUEEN ANNE VICTORIAN  
TO BE MOVED

1964 'F' AVENUE

'F' AVENUE SIDEWALK

PROPOSED PLOT PLAN: TO RELOCATE 19000'S QUEEN ANNE VICTORIAN TO STEIN FARM

# **QUEEN ANNE & VICTORIAN** **ARCHITECTURE**

When you think of Victorian architecture, you probably envision edged roofs, ornate gables and wide porches with spindlework. The quintessential Queen Anne style is by far the most popular Victorian home style in the U.S., but it's not the only representation of the era. There is also: Second Empire Style; Gothic Revival; Stick Eastlake; Folk Victorian and Italianate.

## **Origin**

Strictly speaking, Victorian homes are those designed during the long rule of Britain's Queen Victoria, from 1837 until her death in 1901.

Although the queen never designed anything, her husband, Prince Albert, was "an architecture nut of the first order," according to Richard Guy Wilson, who holds a chair in architectural history at the University of Virginia.

Although the era encompasses many styles, they tend to share in common a lot of ornament on the outside and a lot of "stuff" on the inside (decorative moldings, picture rails, built in nooks and crannies).

The exterior might be covered with textures and patterns that were unusual until that time. New machinery made possible the mass production of spindles, carvings and other decorative elements that otherwise would have been prohibitively expensive.

## **National City**

Being the second oldest city in the county, we have beautiful examples of most all types of Victorian homes throughout our city. The Dickinson Boal and Wallace Dickinson are great examples of large Queen Anne Victorians and the George Kimball home on L Avenue is a fine Italianate. Most of the large homes in our city are listed on our Historic Site list, however the listing of smaller homes paid for by the city have not been listed and we are losing them quite frequently as we almost lost the one at 1904 F Avenue. The list needs to be added as a resource on the General Plan so that proper notifications can be made to preserve what we have left and to allow partnership between developer and preservationist to occur, such as the saving of the historic olive grove at 22<sup>nd</sup> and K; the Stein Family Farm, and now the saving of 1904 F Avenue.

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
NATIONAL CITY LIVING HISTORY FARM PRESERVE**

This Agreement (the “Agreement”) is entered into as of December 19, 2017 by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and NATIONAL CITY LIVING HISTORY FARM PRESERVE, a non-profit California corporation (“NCLHFP”).

**RECITALS**

- A. The CITY owns the improved real property commonly known as Stein Farm, located at 1808 “F” Avenue, National City, California (the “Property”).
- B. The NCLHFP desires the CITY to approve the physical relocation of the Victorian House (the “Structure”) from its current location immediately to the south at 1904 “F” Avenue onto a fully-permitted foundation at the Property.
- C. The NCLHFP agrees that they have the means to properly relocate and rehabilitate the Structure, at no expense to the City, in compliance with all applicable federal, state, and local laws or ordinances and permitting requirements.
- D. The NCLHFP agrees to obtain a Release from the property owner of 1904 “F” Avenue for the physical relocation of the Structure onto a fully-permitted foundation at the Property and assume all responsibility and liability for such physical relocation.
- E. The CITY agrees to have NCLHFP maintain and operate the Structure as part of the educational farm and museum for the community’s benefit enrichment of National City’s history, and NCLHFP is willing to operate and maintain the Structure for such purpose.

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

**TERMS OF AGREEMENT**

1.1 NCLHFP shall obtain all necessary permits for the physical relocation of the Structure located at 1904 “F” Avenue onto a fully-permitted foundation at the Property before the work begins.

1.2 NCLHFP shall demonstrate they have the financial and material backing to complete the physical relocation and subsequent rehabilitation of the Structure. The City shall pay no cost associated with the physical relocation and rehabilitation of the Structure onto the Property.



1.3 NCLHFP shall physically relocate the Structure onto the Property within 90 days of the date of this Agreement. If NCLHFP does not so relocate the Structure, the City shall issue a demolition permit to the property owner of 1904 “F” Avenue to demolish the Structure.

1.4 NCLHFP shall obtain an occupancy permit from the Building Official within 180 days of the physical relocation of the Structure. Once an occupancy permit is so issued:

1.4.1 The Structure shall remain property of NCLHFP for 2 years starting from the date on which the Structure receives its certificate of occupancy. Immediately thereafter, the Structure, and all improvements made to the Structure by the NCLHFP, shall become the property of the CITY.

1.4.2 The Structure shall, after expiration of the two-year period described in Section 1.4.1, become subject to any then-existing Maintenance and Operating Agreement entered into between NCLHFP and the CITY.

1.4.3 The City shall provide written acceptance of the Structure to the NCLHFP, at which point this Agreement will terminate.

#### INDEMNIFICATION AND INSURANCE

2.1 NCLHFP Indemnity. The CITY shall not be liable for, or liable to NCLHFP, for the physical relocation and rehabilitation of the Structure. NCLHFP shall defend, indemnify, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from any and all claims, costs, liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys’ fees, and defense costs, of any kind or nature, including workers’ compensation claims resulting from, related to, or arising out of NCLHFP’ transfer of the Structure to CITY property or arising either directly or indirectly from any act, error, omission or negligence of NCLHFP or its contractors, licensees, invitees, members, agents, servants or employees; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, or employees. The CITY will cooperate reasonably in the defense of any action, NCLHFP shall employ competent counsel, reasonably acceptable to the City Attorney of National City.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

2.1.1 Third Party Indemnity. NCLHFP shall not invite third party organizations onto the Property until said third party organization furnishes CITY a written agreement in which it indemnifies and holds CITY harmless, upon terms satisfactory to CITY.

2.1.2 Waiver of Liability. NCLHFP agrees to obtain from all guests, invitees, or third party organizations whose participants work on this project, a waiver of liability and hold harmless agreement upon terms satisfactory to the CITY.

2.2 Insurance. NCLHFP, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, and third party organizations NCLHFP invites onto the Property, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

2.2.1 Commercial General Liability Insurance, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”.

2.2.2 Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles (“Any Auto”). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

2.2.3 Workers’ Compensation Insurance in an amount sufficient to meet statutory requirements covering all of NCLHFP ‘employees, and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

2.2.4 If NCLHFP has no employees subject to the California Workers’ Compensation and Labor laws, NCLHFP shall execute a Declaration to that effect. The form of said Declaration shall be provided by NCLHFP to the CITY.

2.2.5 The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in Section 2.2.7 below, of cancellation or material change.

2.2.6 If required insurance coverage is provided on a “claims made” rather than “occurrence” form, NCLHFP shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

2.2.7 The Certificate Holder for all policies of insurance required by this Section 2.2 shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

2.2.8 Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

2.2.9 This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If NCLHFP does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

2.2.10 All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

2.2.11 If NCLHFP maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by NCLHFP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

3.0 Recitals A-E above are incorporated by this reference as terms to this Agreement.

IN WITNESS WHEREOF, the CITY and NCLHFP have duly executed this Agreement as of the day and year first above written.

**CITY OF NATIONAL CITY  
(CITY)**

**NATIONAL CITY LIVING HISTORY  
FARM PRESERVE, a non-profit  
California corporation**

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: \_\_\_\_\_  
(Name)

APPROVED AS TO FORM:

\_\_\_\_\_  
(Print)

Angil P. Morris-Jones  
City Attorney

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

The following page(s) contain the backup material for Agenda Item: Development and operation of a Community Garden as part of the expansion of Paradise Creek Educational Park. (Housing & Economic Development)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.**

**ITEM TITLE:**

Development and operation of a Community Garden as part of the expansion of Paradise Creek Educational Park.

**PREPARED BY:** Carlos Aguirre  
Housing and Econ. Dev.  
Manager

**DEPARTMENT:** Housing & Economic  
Development

**PHONE:**  
619 336-4391

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached staff report discussing the development of a community garden as part of the expansion of Paradise Creek Educational Park.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Staff is seeking further direction on the development of a Community Garden at Paradise Creek Educational Park.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Background Report
2. Site Map

The following page(s) contain the backup material for Agenda Item: Staff Report: Fiscal Year 2017 and 1st Quarter Fiscal Year 2018 Budget Review. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 19, 2017

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Staff Report: Fiscal Year 2017 and 1<sup>st</sup> Quarter Fiscal Year 2018 Budget Review

**PREPARED BY:** Mark Roberts, Director of Finance

**PHONE:** 619-336-4265

**DEPARTMENT:** Finance

**APPROVED BY:**

*Mark Roberts*

**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

NA

**APPROVED:**

*Mark Roberts*

**FINANCE**

**APPROVED:**

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Accept the staff report.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Staff report



## City Council Staff Report

December 19, 2017

### ITEM

Staff Report: Fiscal Year 2017 and 1<sup>st</sup> Quarter Fiscal Year 2018 Budget Review

### BACKGROUND

Consistent with the City of National City's Strategic Plan element of providing consistent financial updates, this report provides a review of the financial operating results of the City for fiscal year 2017 and a status report for the first quarter of fiscal year 2018.

Budgets are projections based on known and anticipated future revenues and expenditure obligations. Throughout the fiscal year, staff monitors and analyzes actual revenues and expenditures against projections, providing periodic reports to the City Council, City Manager, and department directors. The totals presented herein for fiscal year 2017 are a summary of the actual revenues and expenditures compared to the corresponding budgeted amounts for the year. However, as of the date of this report, the independent audit for fiscal year 2017 has not concluded. As a result, the actual amounts are subject to change should adjustments be necessary prior to closing the books for the period. The fiscal year 2018 first quarter data reflects revenue and expenditure totals for the period of July 1<sup>st</sup> through September 30<sup>th</sup> compared to the same period for the prior year.

### DISCUSSION

#### Fiscal Year 2017

The total fund balance of the City's General Fund is expected to have decreased during fiscal year 2017, but by less than had been anticipated when the budget was adopted. Although the fiscal year 2017 budget, including adjustments, resulted in an overall authorized use of fund balance of nearly \$11.0 million, only approximately \$1.7 million was required. And of the \$1.7 million decrease in fund balance, unassigned fund balance, which is available for use at Council discretion, comprised \$0.3 million.

A combination of overall cost savings and unanticipated revenues, including many of a one-time nature, served to mitigate the use of fund balance. The variances between budgeted and actual revenues and expenditures and the impacts on fund balances are summarized below.

It is important to note, the amounts in this report are subject to change until the annual audit of the City's financial records and comprehensive annual financial report (CAFR) have been completed.



## Revenues

The City receives revenues from various sources, some of which, such as taxes and fees, provide unrestricted cash that may be used at the City’s discretion. Other revenues are reserved for specified purposes, for example, grant funds received for capital projects. Actual revenues for fiscal year 2017, listed by source in the table below, were less than their combined budgeted total by approximately \$0.9 million.

Fiscal Year-End Revenue Totals

Revenue Source	Actual (Estimated)	Adjusted Budget <sup>1</sup>	Variance
Sales & Use Tax	\$ 18,078,608	\$ 17,851,000	\$ 227,608
District Transactions & Use Tax	11,044,638	10,877,000	167,638
Property Tax <sup>2</sup>	2,019,235	2,130,570	(111,335)
Property Tax in Lieu of VLF	5,936,618	5,902,223	34,395
Other Revenues	14,668,370	15,914,205	(1,245,835)
<b>Total</b>	<b>\$ 51,747,469</b>	<b>\$ 52,674,998</b>	<b>\$ (927,529)</b>

<sup>1</sup> adopted budget, plus budget adjustments

<sup>2</sup> reflects reduction for property tax allocation to the Library and Parks Maintenance funds

The positive variances of \$227,608 in sales & use tax revenue and \$167,638 in district transactions & use tax (“Proposition ‘D’”) revenue resulted from growth in retail sales that exceeded expectations, especially in the categories of autos & transportation and business & industry. Property taxes for fiscal year 2017 were less than anticipated by \$111,335. Staff uses the best information available to project these revenues at the time of budget development; however, these estimates are prepared in advance of the release of assessed values by the San Diego County Assessor in June and subsequent adjustments to those values. While actual property tax revenues exceeded the total for fiscal year 2016, they did not reach the amount budgeted for fiscal year 2017.

Property tax in lieu of VLF (vehicle license fee) revenue ended the year slightly above its budgeted amount. This revenue, which is tied directly to the annual reported change in assessed value, has consistently climbed over the past five years.

The “Other Revenues” category includes various accounts related to ongoing City operations, one-time events, and capital projects reimbursements. The negative variance of \$1.2 million in this category is the net result of variances, both positive and negative, across multiple accounts. Significant components include the following unbudgeted or over-/under-realized revenues:

- \$4.8 million in revenue was added to the budget mid-year as an offset to an equal amount of additional appropriations for the Westside Infill Transit Oriented Development (“WI-TOD”) improvements capital project. In accordance with generally accepted accounting principles, it was determined that these revenues should be recognized as the project

money is spent. Because only \$0.1 million was spent as of the end of the fiscal year, only the same amount in revenue was recognized. The remaining \$4.7 million was classified as deferred revenue and will be recognized as expenses are incurred;

- the unbudgeted receipt of \$1.2 million in residual balance distributions from the Successor Agency;
- the unanticipated receipt of \$0.2 million, the City’s share of the proceeds from the sale of former Successor Agency-owned real property;
- an unanticipated payment of \$0.5 million from the City of San Diego related to the termination of the Enterprise Zone program (The Council has approved an appropriation of \$140,000 from unassigned fund balance in the current fiscal year for year 1 of the City’s economic development program on the basis of the receipt of these funds.);
- unbudgeted overtime reimbursements of \$0.4 million for the Fire Department strike team’s participation in fighting various wildfires throughout the State;
- building permits revenues exceeding the budget by \$0.2 million; and
- a positive variance in transient occupancy tax revenue of \$0.2 million.

If the \$4.7 million in under-realized revenue related to the WI-TOD project were to be excluded, however, “Other Revenues” would reflect a positive variance of \$3.4 million and overall revenues would show as being greater than budgeted by \$3.7 million.

## Expenditures

As of June 30, 2017, General Fund expenses totaled \$52.0 million, \$10.2 million less than the adjusted budget of \$62.2 million. Of this variance, \$7.7 million is attributable to amounts budgeted, but not yet spent, for various capital projects. As is our usual practice, the unspent capital project appropriations have been carried over on a project-by-project basis to fiscal year 2018.

### Fiscal Year-End Expenditure Totals

<b>Expenditure Type</b>	<b>Actual (Estimated)</b>	<b>Adjusted Budget<sup>1</sup></b>	<b>Variance</b>
Personnel Services	\$ 33,889,046	\$ 35,502,108	\$ 1,613,062
Maintenance & Operations	6,128,802	6,840,585	711,783
Capital Projects	4,273,918	11,994,981	7,721,063
Internal Service Charges	7,387,911	7,416,737	28,826
Other Expenditures	285,627	430,205	144,578
<b>Total</b>	<b>\$ 51,965,303</b>	<b>\$ 62,184,615</b>	<b>\$ 10,219,312</b>

<sup>1</sup> adopted budget total, plus budget amendments, encumbrances, & capital projects appropriations carried forward from previous fiscal year(s)

The remaining \$2.5 million of the variance is due to operational cost savings. Personnel cost savings primarily were due to vacant authorized positions in the City Manager’s Office and

Police Department and less-than-anticipated spending on compensation changes. Maintenance & Operations (“M&O”) savings were realized in various accounts, particularly in Professional Services and Contract Services. The variance in “Other Expenditures” results from savings in the Refunds, Contributions, and Special Payments category, the largest of which occurred in the Fee Study, Westside Amortization, and Successor Agency Property Management accounts. (The fee study will be completed in fiscal year 2018 and at a cost significantly lower than originally budgeted.)

### Transfers In/Out

While technically not revenues and expenditures (and, hence, not shown above), transfers in and out of the General Fund contribute to fund balance increases and decreases, respectively. Both transfers into and out of the General Fund equaled their budgeted totals.

### Net Impact on Fund Balance

The table below combines the above revenue and expenditure tables and incorporates the transfers in and transfers out, to compare the adjusted budget’s use of fund balance to the actual use. Actual fiscal year 2017 revenues, expenditures, and transfers resulted in an estimated decrease of \$1.7 million in the fund balance of the General Fund, as compared to the adjusted budgeted usage of \$11.0 million, a positive difference of \$9.3 million. (Note: the adjusted budget’s use of fund balance includes amounts anticipated to be used based on the adopted budget [\$5.4 million], mid-year budget adjustments [\$1.4 million], and appropriations carried forward – primarily for capital projects – from the previous year [\$4.2 million].)

#### Fund Balance Change – Actual vs Budget (Estimated)

	<b>Actual</b>	<b>Adjusted</b>	<b>Variance</b>
Revenues	\$ 51,747,469	\$ 52,674,998	\$ (927,529)
Transfers In	519,672	519,672	-
<b>Total Revenues &amp; Transfers In</b>	<b>\$ 52,267,141</b>	<b>\$ 53,194,670</b>	<b>\$ (927,529)</b>
Expenditures	\$ (51,965,303)	\$ (62,184,615)	\$10,219,312
Transfers Out	(1,972,835)	(1,972,835)	-
<b>Total Expenditures &amp; Transfers Out</b>	<b>\$ (53,938,138)</b>	<b>\$ (64,157,450)</b>	<b>\$10,219,312</b>
<b>Fund Balance Gain/(Usage)</b>	<b>\$ (1,670,997)</b>	<b>\$ (10,962,780)</b>	<b>\$ 9,291,784</b>
<b>Beginning Fund Balance</b>	<b>\$ 50,065,188</b>	<b>\$ 50,065,188</b>	
<b>Ending Fund Balance</b>	<b>\$ 48,394,190</b>	<b>\$ 39,102,408</b>	<b>\$ 9,291,783</b>

In accordance with Governmental Accounting Standards Board (“GASB”) Statement Number 54, fund balance is classified based primarily on the extent to which its use of resources is

constrained. The table below reflects the estimated changes in each category of fund balance within the General Fund from June 30, 2016 to June 30, 2017. The balances are dependent not only upon the results of operations, i.e., revenues and expenditures, but also upon changes in such things as liabilities accrued for employee benefits and unspent appropriations carried over to the succeeding fiscal year. As noted above, the amounts are subject to change until the City's financial statements for fiscal year 2017 have been completed and audited.

#### Components of Fund Balance (Estimated)

	<b>FY 17</b>	<b>FY 16</b>	<b>Change</b>
Nonspendable	\$ 9,963,816	\$ 10,766,098	\$ (802,282)
Restricted	616,253	754,913	(138,660)
Committed	11,585,066	11,585,066	0
Assigned	14,325,682	14,792,381	(466,699)
Unassigned	11,903,275	12,166,730	(263,455)
<b>Total</b>	<b>\$ 48,394,092</b>	<b>\$ 50,065,188</b>	<b>\$ (1,671,096)</b>

#### Summary of fund balance changes by category:

Nonspendable – fund balance representing assets which are not in spendable form. Included in the \$10.8 million total fiscal year 2016 are real property assets with values totalling \$5.8 million that were transferred to the City from the Successor Agency during fiscal year 2016 and a \$4.9 million promissory note received in fiscal year 2014 for the sale of the previous Public Works site to the Housing Authority for the WI-TOD project. The \$0.8 million decrease in the Nonspendable category is the result of the sale of the Palm Plaza site in fiscal year 2017.

Restricted – category with spending constraints stipulated either “externally” by the provider of the assets or by law. The \$0.1 million decrease is attributable to a decrease in debt service requirements.

Committed – total of resources which have internally imposed restrictions mandated by formal action of the City Council. This category comprises the City's \$9.1 million Economic Contingency Reserve and the \$2.5 million Facilities Maintenance Reserve and is unchanged from fiscal year 2016.

Assigned – assets constrained by the Council's intent that they be used for specific purposes but not meeting the more strict criteria for classification as restricted or committed. Of the \$14.3 million total, approximately \$11.0 million represents employee benefit liabilities and \$2.9 million represents unspent amounts for capital projects carried forward from the prior year. The difference between the \$2.9 million of assigned fund balance attributable to unspent capital projects appropriations and the \$7.7 million budgeted but not spent on capital projects noted earlier in this report is \$4.8 million in appropriations for the WI-TOD project, which, due to accounting rules, does not result in the reservation of fund balance.

Unassigned – total of spendable amounts not allocated to the other fund balance categories and which is available for use at Council's discretion. Unassigned fund balance, which is estimated to have decreased by \$0.3 million, benefitted from a decrease in employee benefit liabilities and



a portion of the proceeds from the above-referenced sale of the Palm Plaza site distributed to the City. This \$0.3 million decrease compares favorably to the combined total (\$6.8 million) of the fiscal year 2017 adopted budget's anticipated use of \$5.4 million and additional mid-year approved uses totalling \$1.4 million.

### **1<sup>st</sup> Quarter Fiscal Year 2018**

Since it is early in the fiscal year, the ability to project year-end revenue and expenditure totals is limited. The most useful information at the end of the first quarter (July 1<sup>st</sup> through September 30<sup>th</sup>) is a comparison of the fiscal-year-to-date totals of the City's major revenue sources and expenditure categories for the period for the current and prior fiscal years. This information is summarized in the tables below.

### **Revenues**

#### **1<sup>st</sup> Quarter Revenue Comparison**

<b>Revenue Source</b>	<b>FY 18</b>	<b>FY 17</b>
Sales & Use Tax	\$ 1,722,627	\$ 1,849,466
District Transactions & Use Tax	1,118,708	1,037,040
Property Tax	47,205	39,860
Property Tax in Lieu of VLF	-	-
Other Revenues	7,033,510	1,799,933
<b>Total</b>	<b>\$ 9,922,050</b>	<b>\$ 4,726,299</b>

The sales & use tax and district transactions & use tax revenue amounts shown are those distributed to the City by the State in September. Amounts received in July and August were accrued to fiscal year 2017. Payments for October and November have since been received, and each of those payments was higher than those received for the same months in the prior year.

Fiscal year 2018 property tax revenue is expected to slightly exceed that of fiscal year 2017, consistent with budgeted totals. While the revenue is low for both years, this is normal at this point of the year, as the largest portions of property tax revenues are typically received in December and April, corresponding to tax payment due dates.

Because the distribution of property tax in lieu of VLF revenue occurs in January and May, no allocation of this revenue was received in the first quarter of the current or previous fiscal year. However, having received information from the County regarding fiscal year 2018 distributions of property tax in lieu of VLF, staff can report that this revenue will be \$6,393,152, \$172,923 above budget.

The significant increase to other revenues compared to fiscal year 2017 is the receipt of unbudgeted bond proceeds of \$5.4 million related to the cost of the Energy Services Agreement with Ameresco for the energy efficiency and renewable energy program.

## Expenditures

### 1<sup>st</sup> Quarter Expenditure Comparison

<b>Expenditure Type</b>	<b>FY 18</b>	<b>FY 17</b>
Personnel Services	\$ 10,481,185	\$ 6,763,168
Maintenance & Operations (M&O)	949,311	556,407
Capital Projects	1,043,879	950,864
Internal Service Charges	2,007,806	1,834,436
Other Expenditures	53,698	63,818
<b>Total</b>	<b>\$ 14,535,879</b>	<b>\$ 10,168,693</b>

Personnel costs are higher than fiscal year 2017's at the same point, due to the one-time lump-sum prepayment of \$4.9 million for the unfunded actuarial accrued liability ("UAAL") portion of the City's annual pension contribution. Effective beginning fiscal year 2018, CalPERS requires the UAAL contribution, whether prepaid or paid monthly, to be paid as a fixed dollar amount rather than as a percentage of payroll, the method by which monthly contributions had been calculated and paid previously. By choosing the annual prepayment option, the City will recognize a budgetary savings of \$0.2 million. Setting aside retirement plan expenditures, all other personnel related expenditures for the first quarter were \$0.4 million greater than the previous year's first quarter. Fiscal-year-to-date 2018 M&O expenditures are higher than for fiscal year 2017, principally due to the timing of the \$0.5 million Police Facility lease payment. In previous fiscal years, the payment was made in the second quarter. For this fiscal year, the payment (which was the final payment) was made in July in order to facilitate the financing for the Energy Services Agreement with Ameresco. Absent the lease payment, M&O expenditures are below those for the first quarter of last fiscal year. Although cost savings are again likely in fiscal year 2018, the savings margin (actual vs budget) is likely to be smaller than in recent years due, in part, to budget tightening in various accounts.

## Budgetary Outlook

The fiscal year 2018 planned use of General Fund unassigned fund balance is \$4.5 million. However, based on the City's recent history, the actual use of fund balance is anticipated to be lower than this amount due to conservative revenue budgeting and prudent spending. The mid-year budget status report will include projections to year-end for revenues and expenditures and their combined impact on fund balance.

## Conclusion

While the City's general fund experienced a decrease in fund balance in fiscal year 2017, it was to much less of an extent than was anticipated at the beginning of the year. This experience marks a change from past years, where, while the budget incorporated the use of fund balance as a funding source, conservative spending and better than anticipated revenues resulted in an *increase* in fund balance, particularly in the unassigned category.

Factors likely to affect fund balance in the future include the following:

- Actuarial adjustments by the California Public Retirement System (CalPERS) are expected to require increases in the City's employer contribution to employee pension funds into the foreseeable future. For fiscal year 2019, the City's contribution is estimated to increase over the fiscal year 2018 rate by 10.1%, from 27.462% of payroll to 30.235% of payroll, for miscellaneous employees and by 5.1%, from 48.005% of payroll to 50.472% of payroll, for public safety employees. These increases are currently estimated to accelerate pension contribution growth in the next fiscal year by an additional \$1.4 million.
- An assessment of the City's deferred infrastructure, facilities maintenance, and historic and cultural assets needs was completed during the previous fiscal year and brought forward to the City Council as part of its February 28, 2017 pension, other post-employment benefit, and capital needs workshop. The cost to the General Fund to complete all of the recommended maintenance would be at least \$30 million; therefore, staff is currently analyzing various options for scheduling and financing this cost and will develop recommendations for consideration by Council.
- It is anticipated that at least \$1.8 million in annual appropriations will be necessary for streets and road improvement projects, to meet the "maintenance of effort" requirement for eligibility to receive all available funding from the San Diego Association of Governments (SANDAG) TransNet program and from the State in relation to the recently-passed Road Repair and Accountability Act.
- The City is currently in discussions with organizations regarding management of the National City Aquatic Center. While the annual cost of operation of the Aquatic Center is under negotiation, the cost for immediate equipment and infrastructure has been estimated to be \$180,000.
- Equipment necessary for firefighting must be replaced periodically. Within the next five years, it is anticipated firefighter breathing equipment will require replacement at a cost of approximately \$200,000 and station alerting hardware at approximately \$125,000 for the City's three fire stations.

## **RECOMMENDATION**

Accept and file this staff report.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City (“Housing Authority”) approving the refinancing terms for Vista Del Sol Apartments located at Q Avenue in National City that preserves affordability for 130



**CITY OF NATIONAL CITY, CALIFORNIA  
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** |December 19, 2017|

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the Community Development Commission-Housing Authority of the City of National City ("Housing Authority") approving the refinancing terms for Vista Del Sol Apartments located at Q Avenue in National City that preserves affordability for 130 apartment units through December 31, 2073; approving the reinstatement of two loans made by the Housing Authority as one new loan in the total amount of \$7,407,795.08 to be assumed by Vista Del Sol Apartment, L.P.; and authorizing the Executive Director to execute the Amended and Restated Loan and Regulatory Agreements and any other documents necessary to close escrow.

**PREPARED BY:**

|Carlos Aguirre, Housing & Economic Dev. Mgr. |

**PHONE:** |619-336-4391|

**DEPARTMENT:**

Housing & Economic  
Development

**APPROVED BY:**

\_\_\_\_\_

**EXPLANATION:**

See attached Term Sheet (Attachment No. 1).

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

The terms of the refinance are discussed in Attachment No. 1. No additional cash contribution is required from the Housing Authority for the refinance transaction.

**ENVIRONMENTAL REVIEW:**

Categorically exempt from CEQA review thru 14 CCR 15301(a).

**ORDINANCE:** INTRODUCTION:

☐

FINAL ADOPTION:

☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

|n/a|

**ATTACHMENTS:**

1. Refinancing Terms
2. Loan and Regulatory Documents
3. Resolution

---

**Vista del Sol Apartments**  
**National City, CA**  
**Final CDC-HA Term Sheet (Re-Syndication) – Updated 12/6/17**

---

• **Project Description**

National Community Renaissance of California (“NCRC”) proposes to refinance Vista del Sol Apartments (“Project”) in order to rehabilitate and extend its physical/economic life. The 132 unit apartment community will maintain its affordability mix and will continue to help the City of National City meet its affordable housing goals. The unit mix is and will remain 78 one bedroom units; 46 two bedroom units; 6 three bedroom units; and 2 three bedroom manager’s units with an average affordability of 58% of Area Median Income (AMI).

The Project is currently owned by Copper Hills Apartments, L.P. (“Original Owner”). In 1999, the Original Owner executed the following promissory notes as well as other related loan documents in favor of the Community Development Commission of the City of National City (“CDC”), collectively, the “CDC Loan”:

- 1) Residual Receipts Note, dated February 18, 1999, in the original principal amount of \$2,400,000.00 (“CDC RR Note”).
- 2) Residual Receipts Note, dated June 1, 1999, in the original principal amount of \$4,454,037.07 (“CDC Rehab Note”).

NCRC has formed Vista Del Sol Apartments, L.P., a new tax credit limited partnership (“Owner”), which will acquire the Project from the Original Owner and utilize new 4% tax credit equity (“Re-syndication”) and tax-exempt bond financing to support the proposed rehabilitation of the Project in December 2017. Owner is assuming the rights and obligations of the Original Owner under the CDC Loan. The Community Development Commission-Housing Authority of the City of National City (“CDC-HA”) elected to retain the housing assets of and functions previously performed by the Original Lender pursuant to California Health and Safety Code Section 34176, and thereby, by operation of law, CDC-HA assumed the rights and obligations of the CDC with respect to the CDC Loan.

**The proposed re-syndication will trigger the need for material changes to the existing terms of the CDC Loans financing and affordability terms for the Project.**

- **Financing**

Existing financing on the Project will be modified as follows:

- The Original Owner will pay-off the existing permanent loan<sup>1</sup> held by JP Morgan Chase from proceeds of the sale of the Project;
- The CDC-HA and Owner will consolidate the two (2) CDC Loans/Notes into a single Consolidated Loan/Note of \$7,407,795.08 and the CDC-HA will amend and restate the same into a Consolidated, Amended and Restated Loan Secured by Deed of Trust ("CDC-HA Loan"); and
- Owner will use existing Project reserves ("Reserves") of about \$212,313 and operating income ("Operating Income") of about \$557,204 to finance acquisition and/or development costs.

Proposed new financing on the Project will include sources in the approximate amounts:

- permanent tax-exempt mortgage: \$9,007,000;
- limited partners (4% tax credits): \$9,316,467;
- seller take-back: \$2,500,000; and,
- deferred developer fee: \$273,204.

- **CDC-HA Financial Participation**

Owner will assume and Owner and CDC-HA will amend and restate the documents evidencing the CDC-HA Loan at construction loan closing ("Closing") in December 2017 to assist in the re-syndication and rehab of the Project.

The original sources and projected balances of the Original CDC Loan and accrued interest amounts as of December 31, 2017 are as follows:

- **CDC RR Loan:** The CDC and Original Owner entered into that certain Affordable Housing Agreement dated as of December 7, 1988 ("Affordable Housing Agreement"). Pursuant to which the Prior Owner received a secured loan from Original Lender, from the Original Lender's Low and Moderate Income Housing Fund and from HOME funds in an original principal amount of \$2,400,000. The Former RR Loan funds have been fully disbursed. \$463,677.81 in outstanding principal and \$6,955.17 in accrued interest is projected as of December 31, 2017. The sum of principal plus

---

<sup>1</sup> Funded under Multifamily Housing Revenue Bond (Q Avenue Project) 1999 Series A (Tax Exempt) and 1999 Series B (Taxable)

accrued interest as of December 31, 2017 will be approximately \$470,632.98.

- **CDC Rehab Loan:** The Original Owner received a second secured loan from the CDC from the CDC's issuance of tax allocation bond proceeds in an original principal amount of \$4,454,037.07. The Former Rehab Loan funds have been fully disbursed. \$4,454,037 in outstanding principal and \$2,483,125.10 in accrued interest is projected as of December 31, 2017. The sum of principal plus accrued interest as of December 31, 2017 will be approximately \$6,937,163.10

**CDC-HA Loan Amount:** The CDC-HA and Owner will consolidate the above two (2) CDC Loan/Notes into a single consolidated CDC-HA Loan/Note of \$7,407,795.08.

**CDC-HA Loan Interest Rate:** The CDC-HA Loan/Note shall bear simple interest at the rate of 3%. All interest will be computed based on a 365-day year and applied to the actual number of days elapsed.

**CDC-HA Loan Maturity Date:** Owner shall pay to the order of CDC-HA the full amount of the outstanding principal under the CDC-HA Loan Agreement together with all accrued but unpaid interest thereon, on the earliest of: (a) December 31, 2073; (b) the date the Property is sold (specifically excluding a transfer of the Property to an affiliate of Owner's managing general partner following the expiration of the tax credit compliance period); or (c) an Event of Default by Owner as defined in the CDC-HA Loan Agreement which has not been cured in the manner and time provided in the CDC-HA Loan Agreement. Notwithstanding the above, payments shall also be due from syndication proceeds, leveraged funds, and other funds received by Owner or an affiliate as required by Lender under the syndication provision of the CDC-HA Loan Agreement.

**CDC-HA Loan Funding Reserve:** Owner will fund a reserve in the amount of \$1,200,000.00 ("Loan Funding Reserve"), \$500,000 of which the Owner shall fund at closing and \$700,000 of which Owner shall fund at permanent loan conversion. The Loan Funding Reserve shall be maintained in a separate account in the name of the Borrower, provided that no disbursements from the



Loan Funding Reserve shall be made without the express written consent of the CDC-HA. The Borrower shall account to the Lender for any monies expended from the reserves.

**Amount and Time of Payment:** Until such time as the Loan Funding Reserve is depleted, Borrower shall make annual payments under CDC-HA Note, equal to the greater of: (i) \$250,000.00 (provided that if the amount in the Loan Funding Reserve is less than \$250,000.00, then as much as is in the Loan Funding Reserve at such time); or (ii) the CDC-HA's Prorata Share of the Available Cash Flow, as defined below. To the extent the CDC-HA's Prorata Share of the Available Cash Flow in any calendar year is less than \$250,000.00, then funds may be disbursed from the Loan Funding Reserve to the CDC-HA in an amount equal to the difference between \$250,000.000 and the CDC-HA's Prorata Share of the Available Cash Flow. At such time as all funds in the Loan Funding Reserve have been disbursed to the Lender, as set forth in the immediately preceding sentence, and each calendar year thereafter, the Borrower shall make annual payments under the CDC-HA Note, equal to the CDC-HA's Prorata Share of the Available Cash Flow. Payment for each calendar year shall be made no later than April 15 of the following year. Borrower shall provide Lender, no later than February 15, with an accounting, prepared by an independent auditor, of the Operating Revenues and Operating Expenses, as defined below, for the previous calendar year.

**CDC-HA's Prorata Share:** CDC-HA's Prorata Share means the portion of Available Cash Flow to which CDC-HA is entitled, which shall be split among Project lenders with surplus cash flow loans based on relative loan amounts. For CDC-HA's Note, CDC-HA's Prorata Share shall be 45%. "Available Cash Flow" means the annual Operating Revenues minus the annual Operating Expenses for the property. "Operating Revenues" shall mean all income derived from the Property, and shall include, without limitation: (1) rents (including rent on common space within the Property); (2) rent subsidy payments received on behalf of tenants; (3) interest on income other than interest on reserve accounts approved by Lender; and (4) receipts from laundry, parking, vending, or other services in which a fee is charged. "Operating Expenses" shall mean: (1) all direct costs and expenses necessary to operate the Property as approved by Lender, including but not limited to an annual property

management fee of \$87,943.68 (\$55.52 per unit per month), increasing by 3% per annum and an annual bookkeeping fee of \$15,048 (\$9.50 per unit per month; (2) debt service on any loans secured by the Property, provided that such loans have been used to acquire the Property or develop or improve the Project (or to refinance loans used for Project acquisition, development or improvement), have been approved by Lender, and are secured by a deed of trust on the Property that is senior in priority to the Deed of Trust; (3) reasonable payments, approved by Lender, to reserves for operating contingencies, replacement of capital items, and other reserve uses as approved by Lender; (4) a general partner asset management fee of \$15,000 increasing annually by 3% (which shall accrue to the extent not paid), an annual social service fee of \$36,000 increasing annually by 3% and limited partner asset management fee of \$6,500 increasing annually by 3%; (5) any deferred development fee; (6) payments of tax credit adjusters to the limited partners of the Maker; (7) repayment of operating loans made by the general partner of the Maker and (8) repayment of "Voluntary Funding" loans, as defined in Section 7.7 of the Maker's partnership agreement, to the extent any such "Voluntary Funding" loan is made to pay Operating Expenses.

**CDC-HA Project Monitoring:** Owner shall maintain and submit records to CDC-HA within ten business days of CDC-HA's request which clearly document Owner's performance under each requirement of the CDC-HA Loan Documents. Owner shall supply promptly, upon CDC-HA's reasonable request, any information or documentation pertaining to the Project and must cooperate with CDC-HA's representatives on matters related to Project monitoring and evaluation. Commencing upon completion of rehabilitation, Owner shall pay to the CDC-HA an annual monitoring fee ("CDC-HA Loan Monitoring Fee"), up to \$215 per unit per year as determined by the CDC-HA in schedules printed by the CDC-HA from time to time. The CDC-HA Loan Monitoring Fee shall be subject to revision annually. The CDC-HA Loan Monitoring Fee shall be paid to the CDC-HA annually within ten (10) days after the CDC-HA provides a written invoice to Owner for the same. Failure to timely pay the CDC-HA Loan Monitoring Fee shall constitute a material default under this Agreement and the Regulatory Agreement. The CDC-HA Loan Monitoring Fee shall be paid to the CDC-HA as a consideration for the lending of funds by the CDC-HA to the Owner.

**CDC-HA Staff & Legal Expenses:** CDC-HA has requested and the Owner has agreed to pay for CDC-HA staff and legal costs associated with the CDC-HA's financial participation in the re-syndication of Vista Del Sol.

- **CDC-HA Loan Documents:**

**Non-Recordable Documents to be assigned and assumed:** Original Owner and the CDC-HA are all of the current parties to (collectively, the "CDC-HA Loan Documents"): (i) that certain Affordable Housing Agreement dated as of December 7, 1988; (ii) that certain Residual Receipts Promissory Note, dated February 18, 1999, in the original principal amount of \$2,400,000.00; (iii) that certain Residual Receipts Promissory Note (Secured by Deed of Trust), dated June 1, 1999, in the original principal amount of \$4,454,037.07. The Original Owner will assign all of the Original Owner's interest in the CDC-HA Loan Documents to the Owner, and the Owner will assume all of the Original Owner's interest in the CDC-HA. The CDC-HA will provide its condition precedent to the assignment and assumption of the CDC-HA Loan Documents.

**Recordable Documents to be assigned and assumed:** Original Owner and the CDC-HA are all of the current parties to: (i) that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as of December 7, 1998, and recorded in the Office of the County Recorder for the County of San Diego on December 11, 1998 as Instrument Number 1998-0807600 ("Regulatory Agreement"); and (ii) that certain Operation and Maintenance Agreement dated as of December 7, 1998, and recorded in the Office of the County Recorder for the County of San Diego on December 11, 1998 as Instrument Number 1998-0807604 ("Operation Agreement"). The Original Owner will assign all of the Original Owner's interest in the Regulatory Agreement and Operation Agreement to the Owner, and the Owner will assume all of the Original Owner's interest in the Regulatory Agreement and Operating Agreement. The CDC-HA will provide its condition precedent to the assignment and assumption of the Regulatory Agreement and Operating Agreement.

**Amended and Restated CDC-HA Loan Documents:** The CDC-HA and Owner will amend and restate the Affordable Housing Agreement. Concurrently with this Agreement, the promissory notes for the CDC Loan will be

consolidated, amended and restated into a single Amended and Restated Promissory Note which will be executed by Owner in the original principal amount of \$7,407,795.08. Each deed of trust securing the CDC Loan will be reconveyed, and a new Deed of Trust securing the CDC will be executed and recorded against the Property. The previous regulatory agreements and restrictive covenant executed in connection with the CDC Loan will be amended and restated by Owner and CDC-HA concurrently with this Agreement and recorded against the Property.

- **City Ground Lease:**

**Ground Lease:** Original Owner and the City of National City ("City") are all of the current parties to that certain Ground Lease dated as of August 15, 2000 for that certain parcel located at 1500 Q Street, National City with the Assessor's Parcel # 557-440-25 ("Ground Leased Parcel"). The Original Owner will assign all of the Original Owner's interest in the Ground Lease to the Owner, and the Owner will assume all of the Original Owner's interest in the Ground Lease. The City will provide its condition precedent to the assignment and assumption of the Ground Lease. Subsequent to the closing of re-syndication financing, Owner and City will negotiate the fee simple transfer of the Ground Leased Parcel for a price to be determined

- **Legal Ownership Structure**

Vista Del Sol Apartments, L.P. will be the owner of the Project. The Managing General Partner will be Vista Del Sol GP LLC with National Community Renaissance of California (NCRC) as the managing member. NCRC will also serve as developer, and property manager for Project.

- **Transfer of Project**

NCRC purchased the Special Limited Partner and Limited Partner Interests of the Original Owner in November 2017 upon written consent of CDC-HA to transfer the Special Limited Partner and Limited Partner interests to NCRC from Related California Corporation Partners IV SLP, L.P., the former Special Limited Partner; and, Related California Corporation Partners IV, L.P., the former Limited Partner.

The Project is currently owned by Copper Hills Apartments, L.P. Southern California Housing Development Corporation of Orange is the General Partner and NCRC is the Limited Partner.



- **Entitlements** NCRC has not incurred the need for entitlements.
- **Predevelopment Costs** NCRC will use net operating income and existing project reserves to pay for certain predevelopment and construction period costs prior to permanent loan conversion. NCRC and/or CPP have otherwise paid all predevelopment costs for the Project to date, which will be reimbursed by the Project at the close of construction financing.
- **Development Overhead** NCRC and WNC/PPP, its development partner/consultant, will be paid a developer fee from tax credit investor proceeds throughout the Project's development, construction and project stabilization. The developer fee will be restricted to the maximum allowable by CTCAC regulations.
- **Capitalized Operating Reserve** An Operating Reserve (consisting of 3 months of operating expenses and debt service) will be funded at permanent financing, subject to investor and lender requirements.
- **Replacement Reserves** A Replacement Reserve of \$300 per unit per year with no annual increase will be funded from the operating budget beginning at conversion of permanent financing, subject to lender requirements. A capitalized Replacement Reserve of \$200,000 will also be funded from development financing sources to supplement the Replacement Reserve to be funded from the operating budget.
- **Project Timeline** Closing of Financing – December 2017  
Rehab Commencement – January 2018  
Rehab Completion – December 2018
- **Property/Asset Management/Social Services Fees/Other Fees** NCRC and its affiliates will be contracted by the tax credit limited partnership to provide various services for Project. The property management and bookkeeping fees to NCRC as well as social service fees to Hope Through Housing Foundation will be paid per the amounts and terms defined in the CDC-HA's Prorata Share section of CDC-HA Financial Participation above. In addition, a partnership management fee to the managing general partner asset management fee to the Special Limited Partner will be paid per the amounts and terms defined in CDC-HA's Prorata Share section of CDC-HA Financial Participation above.

NCRC shall screen all prospective residents, to include a

criminal background check, credit history, third-party verification of income, and residents will execute a “crime free addendum” in the lease contract.

- **General Contractor**

United Renovations Specialty Group, a 3<sup>rd</sup> Party General Contractor, will be contracted by the Owner to be the general contractor and construct the improvements.
- **Property Taxes**

NCRC will be the Managing Member of Vista Del Sol GP LLC, a Limited Liability Company that will act as Managing General Partner of the tax credit limited partnership and NCRC will apply for an annual 501(c)(3) welfare property tax exemption.
- **Subordination**

As a typical requirement of lenders, the CDC-HA will subordinate the CDC-HA Loan to the construction and permanent loan per lender requirements. Subordination of the CDC-HA Loan to future debt (refinancing) will require CDC-HA approval. The existing affordability restrictions, however, will remain senior to the new construction and permanent loan financing.
- **Available Cash Flow Distributions**

Available Cash Flow Distributions, as defined in the CDC-HA's Prorata Share section of CDC-HA Financial Participation, will be as follows:

  - 45% to CDC-HA Loan;
  - 45% to pay for Seller Carry-Back Loan;
  - 9.8% to the Limited Partner;
  - .10% to the Special Limited Partner; and,
  - .10% to the General Partner
- **Affordability Restrictions**

Owner agrees to make available, restrict occupancy to, and rent (a) one hundred three (103) of the Project Units to Lower Income (60% AMI) Households, and (b) twenty-seven (27) of the Project Units to Very Low Income (50% AMI) Households, all at an Affordable Rent. At least sixty-two (62) of the Housing Units rented to Lower Income Household (60% AMI) shall be one bedroom units, and at least sixteen (16) of the Housing Units rented to Very Low Income Households (50% AMI) shall be one bedroom units. No more than two units may be set aside for managers and maintenance personnel.

Due to differing apartment unit utility configurations where some units have tenant-paid gas utilities (AKA “QUAD” units), the units are further differentiated by this point of

utility set-up differentiation with no conflict with the above affordability restrictions.

One Bedroom Units: 12 units @ 50% AMI; 62 units @ 60% AMI; and 4 “QUAD” (i.e. Gas Utility Allowance) units @ 60% AMI.

Two Bedroom Units: 8 units @50% AMI; 1 “QUAD” units @ 50% AMI; 34 units @ 60% AMI; and 3 “QUAD” units @ 60% AMI.

Three Bedroom Units: 2 “QUAD” units @ 50% AMI and 4 “QUAD” units @ 60% AMI.

2 unrestricted three bedroom units for on-site staff units

- **Cost Overruns**

NCRC/Partnership assumes responsibility for all cost overruns during development of the Project.

- **Cost Savings**

Project cost savings will first pay any developer loans to cover cost overruns, then reduce deferred developer fee (if any) and then reduce the CDC-HA residual receipts loan. Final cost savings, if any, will be determined at permanent financing. Any reduction of the CDC-HA residual receipts loan will be in accordance with CTCAC regulations regarding public subsidy and tiebreaker decreases, if applicable.

The following page(s) contain the backup material for Agenda Item: Pilot Program - Interpretation Services - English to Spanish. (City Clerk)

Item # \_\_\_\_\_

12/19/17

**PILOT PROGRAM – INTERPRETATION  
SERVICES – SPANISH TO ENGLISH**

(City Clerk)





**City of National City**  
**Office of the City Clerk**

1243 National City Blvd., National City, CA 91950-4397

Michael R. Dalla – City Clerk

(619)336-4226

(619) 336-4229

December 19, 2017

TO: Mayor and City Council

FROM: Michael Dalla, City Clerk

SUBJECT: Pilot Program - Interpretation Services - Spanish to English

---

In March of this year, we began a Pilot Program to have the services of a qualified Spanish speaking interpreter available during City Council meetings to assist Spanish speaking residents address the City Council and public.

The program has worked well and the service has been well received. Based on that experience, it is my intention to take steps to continue to provide the service on a permanent basis.

No action is required by the City Council. Funding for the program is available in the existing budget.